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The Law Firm Letters Toolset: Sample Engagement Letters by Area of Practice

Part Two

INTRODUCTION

Clear, written documentation of the lawyer-client relationship is among the most effective risk-management measures available to a law firm. Engagement letters define the firm's responsibilities and the client's duties, and they help clients understand how the representation will proceed. When clients understand the terms of the relationship, the risk of unmet expectations—and the disputes, professional-liability claims, or disciplinary complaints that can follow—is reduced. Documentation can also help resolve disagreements about the scope of representation, fees, or other material terms. When a claim arises, the absence of contemporaneous documentation rarely favors the firm. Judges and juries expect law firms to memorialize the material aspects of the attorney-client relationship.

Accordingly, law firms should use clear, precise language in engagement letters and related documents to promote a relationship that proceeds as intended. Ambiguities in firm-drafted language may later be construed and applied in ways the firm did not anticipate or would prefer to avoid.

Together, Parts I and II of the Law Firm Letters Toolset are intended to give lawyers and law firms a practical framework for documenting the attorney-client relationship clearly, consistently, and with attention to both general risk-management principles and the practice-specific issues that may affect a particular representation. Part I of "The Law Firm Letters Toolset" provides the foundation for documenting the attorney-client relationship from intake through conclusion. It includes sample engagement letters, non-engagement and disengagement correspondence, optional engagement-letter clauses, and related risk-management language designed to help firms define the client, describe the scope of representation, address fees and billing, manage conflicts, preserve confidentiality and privilege, document client responsibilities, and close matters clearly. Those materials were intended to promote consistent documentation, reduce ambiguity, and help lawyers tailor written communications to the needs of a particular client, matter, and jurisdiction.

Part II builds on that foundation by offering practice-area sample engagement letters that apply the same risk-management principles in more specific contexts. The letters in this volume address common issues that arise in areas such as bankruptcy, business transactions, collections, criminal law, family law, personal injury, real estate, and wills, estates, probate, and trusts. They are designed to help firms begin with a structured template, identify practice-specific risks, and adapt the language to the facts of the representation, the firm's procedures, and applicable professional obligations.

The Part II letters should be treated as starting points, not finished forms. Before using any sample letter, the lawyer should tailor the client identification, matter description, scope of services, exclusions, fee terms, conflict disclosures, jurisdiction-specific requirements, incorporated clauses, and any practice-specific risk language to the facts of the representation. Bracketed text, drafting notes, optional provisions, cross-references, and assumptions should be reviewed carefully and revised or removed so that the final letter reflects the actual agreement with the client, the firm's procedures, applicable law, and the lawyer's professional judgment. Lawyers should also review Part I and incorporate any additional engagement-letter clauses that are relevant to a particular client, matter, and scope of representation.

"The Law Firm Letters Toolset Part I and Part II" are intended for a national audience of lawyers and law firms. Do not use the sample language in this guide without first reviewing the rules and law of the relevant jurisdiction to confirm that the language you adopt complies with applicable requirements.

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DRAFTING NOTES FOR LAWYERS

This Law Firm Letters Toolset Part II is intended for lawyer drafting and review, not for direct client delivery without customization. Bracketed language, internal notes, alternative clauses, cross-references, practice-specific options, and placeholders should be reviewed, revised, or removed before any engagement letter is sent to a client.

Any lawyer-facing drafting note should remind the drafter to identify any matter-specific documents that may modify or supplement the basic clauses. The engagement letter clause should explain, in plain language, that the basic clauses apply unless a more specific applicable term controls. Avoid using shorthand drafting labels, topic tags, or internal clause names in client-facing language.

Lawyer Drafting Note on Other Documents Affecting the Attorney-Client Relationship

Before finalizing this engagement letter, identify all documents that may govern, supplement, or modify the representation, including any fee agreement, court filing, participation agreement, settlement agreement, litigation guideline accepted by the firm, transaction document, closing instruction, matter-specific work order, addendum, conflict waiver, consent, or later written amendment. Confirm that the engagement letter states which documents are part of the engagement, removes internal drafting labels, and explains the priority of terms in plain language.

Consumer Chapter 7 Debtor Engagement Letter

Re: Engagement for Consumer Chapter 7 Bankruptcy Representation — [Client Name / Joint Debtors / Case Name]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with a consumer Chapter 7 bankruptcy matter. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This consumer Chapter 7 bankruptcy engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this bankruptcy matter unless this letter provides a more specific or different Chapter 7 bankruptcy term. To the extent there is any inconsistency, the bankruptcy-disclosure, eligibility, means-test, exemption, asset-administration, secured-debt, reaffirmation, dischargeability, automatic-stay, meeting-of-creditors, trustee-request, and bankruptcy-closing provisions in this letter control.]

1. Matter and Scope of Representation

You have retained us to represent you in connection with evaluating, preparing, filing, and administering a consumer Chapter 7 bankruptcy case in the United States Bankruptcy Court for the [District] District of [State], subject to the exclusions and limitations in this letter.

Our services may include, as applicable, reviewing your bankruptcy eligibility, analyzing Chapter 7 options, reviewing income and expense information, preparing the voluntary petition, schedules, statement of financial affairs, means-test forms, creditor matrix, statement of intention, and related initial bankruptcy documents; advising about exemptions; filing the case; communicating with the Chapter 7 trustee, United States Trustee, and creditors regarding routine case administration; preparing you for the meeting of creditors; attending the meeting of creditors; reviewing routine trustee requests; advising about ordinary discharge issues; and assisting with ordinary case-closing matters.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, flat fee, retainer, filing fee, or cost deposit is received and cleared. We are not responsible for stopping collection activity, preventing garnishment, preventing repossession, preventing eviction, preventing foreclosure, filing emergency papers, preserving deadlines, or contacting creditors before that time unless we expressly agree in writing.

2. Required Bankruptcy Disclosures and Debt Relief Agency Notice

If applicable, [Law Firm Name] is a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code. Federal bankruptcy law requires attorneys to provide certain written notices and disclosures to assisted persons and to disclose compensation paid or agreed to be paid in connection with a bankruptcy case. You agree to review all required bankruptcy disclosures, fee disclosures, notices, and certifications carefully and to ask questions before signing any bankruptcy document.

3. Complete and Accurate Disclosure
Bankruptcy requires full, truthful, complete, and accurate disclosure of all assets, debts, income, expenses, transfers, lawsuits, claims, inheritances, domestic-support obligations, business interests, tax refunds, bank accounts, vehicles, real estate, retirement accounts, insurance claims, personal injury claims, cryptocurrency, cash, household goods, valuable personal property, co-debtors, leases, executory contracts, and other financial information. You must disclose all creditors and debts, even if you intend to pay a debt, dispute a debt, want to keep a creditor out of the case, or are concerned about a personal relationship with a creditor.

You will sign bankruptcy papers under penalty of perjury. You are responsible for reviewing every petition, schedule, statement, declaration, and filing before signing and for telling us immediately if anything is incomplete, inaccurate, outdated, or unclear. We rely on the information you provide and are not responsible for undisclosed assets, omitted creditors, inaccurate values, incomplete income information, hidden transfers, or facts you do not provide in time for reasonable action.

4. Eligibility, Means Test, and Presumption of Abuse
Chapter 7 eligibility may depend on income, household size, expenses, prior bankruptcy filings, prior dismissals, exemptions, asset values, transfers, debt types, and the means test. We will evaluate eligibility based on information you provide, but eligibility can change if your income, household size, expenses, debts, assets, or facts change before filing. If new information suggests that Chapter 7 is not appropriate or that the case could be challenged, we may recommend delay, conversion, dismissal, Chapter 13, or other options.

5. Exemptions, Assets, and Trustee Administration
Exemptions may protect certain property from administration by the Chapter 7 trustee, but exemptions are limited and depend on applicable law, asset values, liens, ownership interests, timing, residency, and other facts. We will advise you about available exemptions based on information you provide. We do not guarantee that any asset will be exempt, that the trustee will abandon property, that a creditor will not object, or that you will be able to keep any specific property.

You must not sell, transfer, give away, conceal, borrow against, pledge, refinance, retitle, destroy, or dispose of any property before or during the bankruptcy case without first consulting us. Transfers to family members, friends, insiders, creditors, landlords, employers, business associates, or favored creditors may create significant bankruptcy risk.

6. Secured Debts, Collateral, and Statement of Intention
If you owe debts secured by property, such as a home, vehicle, furniture, electronics, jewelry, equipment, or other collateral, bankruptcy may discharge personal liability on some debts but does not necessarily eliminate valid liens or security interests. If you want to keep collateral, you may need to remain current, claim exemptions, redeem property, reaffirm a debt, negotiate with the creditor, or take other action. We will advise you about ordinary Chapter 7 options, but foreclosure defense, eviction defense, repossession litigation, redemption motions, lien-avoidance motions, and contested secured-creditor disputes are not included unless separately agreed in writing.

7. Reaffirmation Agreements
A reaffirmation agreement is a new agreement to remain personally liable for a debt after discharge, often used when a debtor wants to keep secured property such as a vehicle. Reaffirmation can create significant post-discharge risk because the debt may survive bankruptcy and the creditor may later

pursue collection if you default. We will review ordinary reaffirmation issues that arise in your case, but negotiating new loan terms, litigating reaffirmation disputes, appearing at contested reaffirmation hearings, or advising co-signers or guarantors requires separate written agreement unless expressly included.

8. Debts That May Not Be Discharged

Some debts may not be discharged in Chapter 7 or may require separate litigation to determine dischargeability. Examples may include certain taxes, domestic-support obligations, student loans, criminal fines or restitution, debts arising from fraud, willful and malicious injury, intoxicated driving, fiduciary defalcation, embezzlement, larceny, recent luxury purchases or cash advances, and other debts identified by law. Unless separately agreed in writing, this engagement does not include adversary proceedings or litigation to determine whether a particular debt is dischargeable.

9. Credit Counseling, Financial Management Course, and Required Documents

You are responsible for completing all required credit counseling and financial management courses through approved providers and for giving us certificates and documentation in time for filing. You must promptly provide pay stubs, tax returns, bank statements, vehicle titles, mortgage statements, loan statements, lawsuits, garnishment papers, foreclosure notices, eviction notices, domestic-support orders, business records, insurance information, retirement account statements, and any other documents we request. Failure to provide documents or complete required courses can delay filing, cause dismissal, prevent discharge, or create other adverse consequences.

10. Meeting of Creditors and Court Proceedings

After filing, you must attend the meeting of creditors and any required hearings. You must bring required identification, proof of Social Security number or taxpayer identification number, and any documents requested by the trustee or court. You must answer questions truthfully and completely. If additional hearings, examinations, contested matters, adversary proceedings, or litigation arise, those services are not included unless we agree in writing.

11. Collections, Lawsuits, Garnishments, Foreclosures, Repossessions, and Evictions

A bankruptcy filing may impose an automatic stay that affects many collection actions, but the stay has limits and exceptions. Some matters may require separate emergency filings, motions, notices, adversary proceedings, or state-court action. You must immediately give us any lawsuit, judgment, garnishment, bank levy, foreclosure notice, eviction notice, repossession notice, utility shutoff notice, license suspension notice, tax notice, or creditor communication. We are not responsible for any deadline or adverse action that you do not disclose in time for reasonable action.

12. Joint Debtors and Conflicts

[See the **Joint Debtor/Spousal Bankruptcy Engagement Letter** on p. 13].

Consumer Chapter 13 Debtor Engagement Letter

Re: Engagement for Consumer Chapter 13 Bankruptcy Representation — [Client Name / Joint Debtors / Case Name]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with a consumer Chapter 13 bankruptcy matter. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities during a Chapter 13 case. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]
[This consumer Chapter 13 bankruptcy engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this bankruptcy matter unless this letter provides a more specific or different Chapter 13 bankruptcy term. To the extent there is any inconsistency, the bankruptcy-disclosure, eligibility, plan-feasibility, disposable-income, plan-payment, secured-debt, claim-objection, plan-confirmation, plan-modification, automatic-stay, dismissal, conversion, dischargeability, and bankruptcy-closing provisions in this letter control.]

1. Matter and Scope of Representation

You have retained us to represent you in connection with evaluating, preparing, filing, confirming, and administering a consumer Chapter 13 bankruptcy case in the United States Bankruptcy Court for the [District] District of [State], subject to the exclusions and limitations in this letter.

Our services may include, as applicable, reviewing your bankruptcy eligibility, analyzing Chapter 13 options, reviewing income and expense information, preparing the voluntary petition, schedules, statement of financial affairs, means-test forms, creditor matrix, Chapter 13 plan, and related initial bankruptcy documents; advising about exemptions, secured debts, priority claims, disposable income, plan feasibility, and plan duration; filing the case; communicating with the Chapter 13 trustee, United States Trustee, and creditors regarding routine case administration; preparing you for the meeting of creditors; attending the meeting of creditors; responding to routine trustee comments or objections; preparing routine plan amendments; attending routine confirmation hearings; and assisting with ordinary post-confirmation and case-closing matters within the agreed scope.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, filing fee, or cost deposit is received and cleared. We are not responsible for stopping collection activity, preventing garnishment, preventing repossession, preventing eviction, preventing foreclosure, filing emergency papers, preserving deadlines, or contacting creditors before that time unless we expressly agree in writing.

2. Required Bankruptcy Disclosures and Debt Relief Agency Notice

If applicable, [Law Firm Name] is a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code. Federal bankruptcy law requires attorneys to provide certain written notices and disclosures to assisted persons and to disclose compensation paid or agreed to be paid in connection with a bankruptcy case. You agree to review all required bankruptcy disclosures, fee disclosures, notices, and certifications carefully and to ask questions before signing any bankruptcy document.

3. Complete and Accurate Disclosure

Bankruptcy requires full, truthful, complete, and accurate disclosure of all assets, debts, income, expenses, transfers, lawsuits, claims, inheritances, domestic-support obligations, business interests, tax refunds, bank accounts, vehicles, real estate, retirement accounts, insurance claims, personal injury claims, cryptocurrency, cash, household goods, valuable personal property, co-debtors, leases, executory contracts, and other financial information. You must disclose all creditors and debts, even if you intend to pay a debt, dispute a debt, want to keep a creditor out of the case, or are concerned about a personal relationship with a creditor.

You will sign bankruptcy papers under penalty of perjury. You are responsible for reviewing every petition, schedule, statement, plan, declaration, and filing before signing and for telling us immediately if anything is incomplete, inaccurate, outdated, or unclear. We rely on the information you provide and are not responsible for undisclosed assets, omitted creditors, inaccurate values, incomplete income information, hidden transfers, or facts you do not provide in time for reasonable action.

4. Chapter 13 Eligibility, Plan Feasibility, and Disposable Income

Chapter 13 eligibility and plan feasibility may depend on income, household size, expenses, debt limits, prior bankruptcy filings, prior dismissals, exemptions, asset values, secured debts, priority debts, disposable income, and the treatment required for creditors. We will evaluate eligibility and feasibility based on information you provide, but eligibility and feasibility can change if your income, household size, expenses, debts, assets, arrears, claims, or facts change before or during the case.

A Chapter 13 plan usually requires regular payments to the Chapter 13 trustee over a period that may last three to five years. The court must approve or confirm the plan before it becomes binding, and the trustee or creditors may object to confirmation based on feasibility, good faith, creditor treatment, disposable income, secured-claim treatment, priority-claim treatment, or other issues.

5. Plan Payments and Ongoing Payment Duties

You are responsible for making all required Chapter 13 plan payments, beginning when required by law, court order, local practice, trustee instruction, or our advice. Plan payments may be due before the plan is confirmed. Failure to begin payments, maintain payments, cure missed payments, or follow trustee payment procedures can result in objections, dismissal, conversion, loss of bankruptcy protection, foreclosure, repossession, garnishment, or other adverse consequences.

You must also remain current on any payments that the plan or court requires you to make directly, including mortgage payments, rent, vehicle payments, domestic-support obligations, insurance, taxes, utilities, lease payments, or other ongoing obligations. Unless we expressly agree in writing, the firm does not make payments for you, monitor every payment, guarantee payment posting, or confirm that creditors, mortgage servicers, landlords, taxing authorities, or trustees have correctly applied payments.

6. Secured Debts, Mortgage Arrears, Vehicles, and Collateral

Chapter 13 may allow you to cure certain arrears, maintain payments on secured debts, value collateral, surrender collateral, or otherwise treat secured claims through a plan, depending on the facts and applicable law. If you want to keep a home, vehicle, furniture, electronics, equipment, jewelry, or other collateral, you must comply with plan terms, direct-payment duties, insurance requirements, escrow obligations, and any court or trustee requirements.

Mortgage arrears, escrow changes, post-petition fees, notices of payment change, notices of final cure, vehicle claims, insurance lapses, repossession risk, foreclosure risk, and creditor motions for relief from stay can create significant risk. We will advise you about routine Chapter 13 treatment of secured debts within the agreed scope, but foreclosure defense, eviction defense, contested stay-relief litigation, mortgage-servicing litigation, lien-avoidance litigation, valuation trials, and non-bankruptcy collection litigation are not included unless separately agreed in writing.

7. Claims, Objections, and Plan Confirmation
Creditors may file proofs of claim, object to confirmation, seek stay relief, or dispute plan treatment. The Chapter 13 trustee may request documents, object to exemptions, object to expenses, challenge income calculations, require plan amendments, or seek dismissal or conversion. Our routine representation includes responding to ordinary trustee comments and ordinary confirmation issues, but contested claim objections, evidentiary hearings, adversary proceedings, appeals, complex secured-claim disputes, tax disputes, and litigation are not included unless separately agreed in writing.

8. Changes During the Case and Plan Modifications
A Chapter 13 case may last several years. You must promptly tell us if your income, employment, household size, marital status, address, expenses, assets, debts, tax refunds, inheritances, insurance claims, lawsuits, personal injury claims, business interests, domestic-support obligations, vehicle needs, mortgage status, rent status, or ability to make plan payments changes. Changes may require amended schedules, amended budgets, plan modifications, motions, trustee disclosures, or other action.

We are not responsible for consequences arising from changed facts that you do not disclose in time for reasonable action. If a plan modification, suspension, moratorium, hardship discharge, conversion, dismissal, sale of property, refinance, purchase of property, new debt, or other post-confirmation relief is needed, additional fees, court approval, trustee review, or a separate written agreement may be required.

9. New Debt, Sale or Transfer of Property, and Use of Credit
You should not incur new debt, use credit cards, take payday loans, finance a vehicle, borrow from retirement accounts, sell property, transfer property, refinance, modify a mortgage, settle claims, receive or spend insurance proceeds, spend tax refunds, change title to property, or dispose of assets during the case without first consulting us. Court or trustee approval may be required, and unauthorized action may result in dismissal, denial of relief, loss of property, creditor objections, or other adverse consequences.

10. Credit Counseling, Financial Management Course, Tax Returns, and Required Documents
You are responsible for completing all required credit counseling and financial management courses through approved providers and for giving us certificates and documentation in time for filing or discharge. You must promptly provide pay stubs, tax returns, bank statements, vehicle titles, mortgage statements, loan statements, lawsuits, garnishment papers, foreclosure notices, eviction notices, domestic-support orders, business records, insurance information, retirement account statements, and any other documents we request.

You must remain current on tax filing obligations during the Chapter 13 case unless the court or trustee directs otherwise. Failure to file required tax returns, provide tax refunds, disclose refunds, complete courses, provide documents, or comply with trustee requests can delay confirmation, prevent discharge, cause dismissal, or create other adverse consequences.

11. Meeting of Creditors, Confirmation Hearing, and Court Proceedings
After filing, you must attend the meeting of creditors and any required hearings, including any confirmation hearing or continued confirmation hearing. You must bring required identification, proof of Social Security number or taxpayer identification number, and any documents requested by the trustee or court. You must answer questions truthfully and completely. If additional hearings, examinations, contested matters, adversary proceedings, or litigation arise, those services are not included unless we agree in writing.

12. Dismissal, Conversion, Stay Relief, and Failure to Complete the Plan
If you fail to make plan payments, fail to make direct payments, fail to provide documents, fail to file tax returns, fail to attend required meetings or hearings, fail to maintain insurance, incur unauthorized debt, transfer property without approval, or otherwise fail to comply with Chapter 13 requirements, the trustee or a creditor may seek dismissal, conversion, stay relief, or other remedies. Dismissal or stay relief may allow creditors to resume collection, foreclosure, repossession, garnishment, eviction, or other action.

If your circumstances change or the plan becomes unworkable, we may discuss options such as plan modification, conversion to Chapter 7, voluntary dismissal, hardship discharge, sale, refinance, surrender, or other relief. We cannot guarantee that any option will be available, approved, affordable, or successful.

13. Debts That May Not Be Discharged
Some debts may not be discharged in Chapter 13 or may require separate litigation to determine dischargeability. Examples may include certain taxes, domestic-support obligations, student loans, criminal fines or restitution, debts arising from fraud, willful and malicious injury, intoxicated driving, fiduciary defalcation, embezzlement, larceny, and other debts identified by law. Unless separately agreed in writing, this engagement does not include adversary proceedings or litigation to determine whether a particular debt is dischargeable.

14. Joint Debtors and Conflicts
[See the **Joint Debtor/Spousal Bankruptcy Engagement Letter**, which directly follows this letter].

Joint Debtor / Spousal Bankruptcy Engagement Letter

Re: Engagement for Joint Debtor / Spousal Bankruptcy Representation — [Debtor 1 Name] and [Debtor 2 Name]

Dear [Debtor 1 Name] and [Debtor 2 Name]:

Thank you for asking [Law Firm Name] to consider representing both of you in connection with a joint consumer bankruptcy matter. This engagement letter confirms the terms of our joint representation, explains the special risks of representing spouses or joint debtors together, identifies who our clients are, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This joint debtor / spousal bankruptcy engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this joint bankruptcy representation unless this letter, any applicable chapter-specific bankruptcy engagement letter, or a written addendum provides a more specific or different term. To the extent there is any inconsistency, the joint-client, no-secrets, confidentiality, privilege, conflict, consent, bankruptcy-disclosure, chapter-specific duty, decision-making, and joint-debtor case-administration provisions in this letter control.]

1. Identity of Joint Clients

Our clients in this matter are **[Debtor 1 Name]** and **[Debtor 2 Name]** jointly and only in connection with the bankruptcy matter described in this letter. Unless we expressly agree in writing, we do not represent either of you separately in any non-bankruptcy matter, any spouse who is not a debtor, any former spouse, domestic partner, family member, child, co-signer, guarantor, business, corporation, limited liability company, partnership, trust, estate, creditor, landlord, employer, or other person or entity.

Because we would represent both of you, each of you would be our client. We owe professional duties to both of you. Neither of you may direct us to act against the other in this matter, and neither of you may use us as separate personal counsel against the other during the joint representation.

2. Bankruptcy Chapter and Matter Scope

You have retained us to represent both of you jointly in connection with evaluating, preparing, filing, and administering a joint consumer bankruptcy case under **[Chapter 7 / Chapter 13]** in the United States Bankruptcy Court for the [District] District of [State], subject to the exclusions and limitations in this letter and any chapter-specific engagement letter or addendum.

Our services may include, as applicable, reviewing bankruptcy options, analyzing whether a joint case appears appropriate, reviewing income and expense information, preparing bankruptcy petitions, schedules, statements, means-test forms, creditor matrix, Chapter 13 plan if applicable, statement of intention if applicable, and related documents; advising about exemptions, discharge, secured debts, domestic-support obligations, co-debtors, and creditor issues; filing the case; communicating with the trustee, United States Trustee, and creditors regarding routine case administration; preparing both of you for the meeting of creditors; attending the meeting of creditors; and assisting with ordinary case administration within the agreed scope.

3. Informed Consent to Joint Representation
Joint representation may be efficient and cost-effective when spouses or joint debtors have aligned interests, complete trust, and shared objectives. However, joint representation also creates risks. Your interests may differ or become different regarding assets, debts, exemptions, income, expenses, tax refunds, domestic-support obligations, prior transfers, creditor treatment, reaffirmation, surrender of collateral, plan payments, conversion, dismissal, disclosure, or whether to file at all.

By signing this letter, each of you confirms that you have had an opportunity to ask questions, understand the potential benefits and risks of joint representation, and consent to our representing both of you in the bankruptcy matter. Each of you is encouraged to seek independent legal advice about whether joint representation is appropriate before signing this letter.

4. No Secrets Between Joint Clients
Because we would represent both of you in the same matter, information material to the bankruptcy representation cannot be kept confidential by the firm from either joint client. Each of you agrees that we may share with the other joint client any information we receive from either of you that we believe is relevant to the bankruptcy matter, including information about assets, debts, income, expenses, transfers, claims, lawsuits, tax refunds, domestic-support obligations, separate property, business interests, prior filings, creditor communications, and case strategy.

If either of you asks us to keep material bankruptcy-related information secret from the other, we may be unable to continue representing both of you and may need to withdraw from representing one or both of you. You should not provide information to us that you expect us to conceal from the other joint client.

5. Privilege, Confidentiality, and Later Disputes Between Joint Clients
Communications between you and the firm are generally confidential and may be protected by attorney-client privilege as against outsiders, but bankruptcy filings are public records and many financial facts must be disclosed to the court, trustee, United States Trustee, and creditors. Joint representation may affect how confidentiality and privilege operate between you. If you later become adverse to each other, communications made during the joint representation may not be confidential as between you to the extent permitted by applicable law.

Neither of you should assume that information provided to us in the joint representation can later be withheld from the other joint client in a dispute between you. If you have concerns about separate interests, confidential information, marital disputes, divorce, separation, domestic-support issues, property disputes, business disputes, or possible claims against the other debtor, you should consult independent counsel before agreeing to joint representation.

6. Potential Conflicts Specific to Spouses and Joint Debtors
Potential conflicts may include, without limitation, one debtor having more debt than the other, one debtor owning separate property, one debtor having undisclosed assets or transfers, one debtor having prior bankruptcy filings, one debtor having nondischargeable debts, one debtor owing domestic support or tax debts, one debtor wanting to keep collateral while the other wants to surrender it, one debtor wanting Chapter 7 while the other needs Chapter 13, one debtor having business interests or guarantees, one debtor having claims against the other, or one debtor expecting the other to pay plan payments, direct payments, or reaffirmed debts.

Other conflicts may arise if you are separated, contemplating divorce, involved in domestic-relations litigation, subject to support orders, dividing property, disputing debts, disputing income, living apart, communicating through third parties, or unable to make joint decisions. If any such circumstances exist, you must tell us before signing this letter.

7. Separate Counsel and When Joint Representation May Not Be Appropriate
Joint representation may not be appropriate if your interests are materially adverse, if one of you is unwilling to make complete disclosure to the other, if one of you has a claim against the other, if one of you needs advice about rights against the other, if there is coercion or inability to make voluntary decisions, if one of you is involved in domestic violence or safety concerns, if a divorce or separation dispute is active or likely, or if the firm determines that the conflict is not consentable under applicable professional rules.

Either of you may retain independent counsel at any time. We may recommend or require separate counsel if we believe independent advice is needed. If separate counsel is retained, our role and communications may need to be clarified in writing before work continues.

8. Complete and Accurate Joint Disclosure
Each of you must provide full, truthful, complete, and accurate disclosure of all assets, debts, income, expenses, transfers, lawsuits, claims, inheritances, domestic-support obligations, business interests, tax refunds, bank accounts, vehicles, real estate, retirement accounts, insurance claims, personal injury claims, cryptocurrency, cash, household goods, valuable personal property, co-debtors, leases, executory contracts, and other financial information. This duty applies to both jointly owned and separately owned property and both joint and separate debts.

Each of you will sign bankruptcy papers under penalty of perjury. Each of you is responsible for reviewing every petition, schedule, statement, plan, declaration, and filing before signing and for telling us immediately if anything is incomplete, inaccurate, outdated, or unclear. We rely on the information each of you provides and are not responsible for undisclosed assets, omitted creditors, inaccurate values, incomplete income information, hidden transfers, or facts not provided in time for reasonable action.

9. Joint and Separate Debts, Co-Debtors, and Domestic Obligations
A joint bankruptcy case may involve joint debts, separate debts, co-signed debts, guaranteed debts, domestic-support obligations, tax debts, secured debts, and debts that may not be dischargeable. Bankruptcy may affect one debtor differently from the other. A discharge for one debtor may not eliminate the liability of the other debtor, a co-signer, guarantor, spouse, former spouse, or other non-filing person. We do not represent any co-debtor, guarantor, creditor, spouse who is not a debtor, former spouse, or domestic-relations party unless separately agreed in writing.

10. Chapter-Specific Duties
If the case is filed under Chapter 7, you must understand that exemptions, nonexempt assets, secured debts, reaffirmation agreements, statement of intention issues, trustee administration, and discharge issues may affect each debtor differently. If the case is filed under Chapter 13, you must understand that plan feasibility, plan payments, direct payments, tax returns, secured debts, mortgage arrears, vehicle debts, trustee objections, confirmation, modification, dismissal, conversion, and discharge may affect each debtor differently.

Any chapter-specific engagement letter, addendum, fee disclosure, or required bankruptcy notice is incorporated into this joint representation agreement to the extent applicable. If there is any inconsistency, we will clarify the intended scope in writing before proceeding.

11. Required Bankruptcy Disclosures and Debt Relief Agency Notice

If applicable, [Law Firm Name] is a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code. Federal bankruptcy law requires attorneys to provide certain written notices and disclosures to assisted persons and to disclose compensation paid or agreed to be paid in connection with a bankruptcy case. Each of you agrees to review all required bankruptcy disclosures, fee disclosures, notices, and certifications carefully and to ask questions before signing any bankruptcy document.

12. Communication Protocol

We may communicate with both of you together or separately, but material information relevant to the bankruptcy matter may be shared with both of you. We will communicate through [email / client portal / telephone / mail / secure messaging] at the contact information you provide. Each of you is responsible for checking communications regularly and responding promptly. If either of you changes address, phone number, email address, employment, household status, or access to shared communications, you must notify us immediately.

You should not use a shared email account, employer device, employer email, or account accessible by others for confidential communications unless you understand and accept the risks. You should not forward our legal advice to third parties, post about the case online, or include others in communications with us unless we have discussed the potential effect on confidentiality and privilege.

13. Decision-Making and Client Authority

Major bankruptcy decisions must be made by both joint clients when they affect both of you. These may include whether to file, when to file, which chapter to file, whether to amend filings, how to treat secured debts, whether to reaffirm or surrender collateral, whether to propose or modify a Chapter 13 plan, whether to convert, dismiss, settle, object, or respond to contested matters, and whether to incur additional fees for work outside the routine scope.

If you disagree about a material decision, we may pause work, recommend independent counsel, or withdraw if we cannot continue representing both of you consistent with professional obligations and court requirements.

Creditor Representation Bankruptcy Engagement Letter

Re: Engagement for Bankruptcy Creditor Representation — [Creditor Name / Debtor Name / Bankruptcy Case Number]

Dear [Authorized Creditor Representative]:

Thank you for asking [Law Firm Name] to represent [Creditor Name] in connection with a bankruptcy matter involving [Debtor Name]. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out the creditor's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This bankruptcy creditor representation engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this creditor representation unless this letter provides a more specific or different bankruptcy-creditor term. To the extent there is any inconsistency, the creditor-capacity, authorized-representative, claim, bar-date, automatic-stay, collection-restriction, stay-relief, adequate-protection, claim-objection, plan-objection, adversary-proceeding, dischargeability, chapter-specific, and bankruptcy-court provisions in this letter control.]

1. Creditor Role and Authorized Representatives

The client has retained us in its capacity as **[secured creditor / unsecured creditor / judgment creditor / landlord / vendor / lender / equipment lessor / trade creditor / priority claimant / administrative claimant / other role]** in the bankruptcy case or anticipated bankruptcy case of **[Debtor Name]**. The client designates the following individuals as authorized to request legal services, provide instructions, approve strategy, approve settlement, approve invoices, and make decisions for the client: **[names and titles]**.

2. Matter and Scope of Representation

You have retained us to represent the client in connection with the bankruptcy-related creditor matter described as follows: **[describe bankruptcy case, chapter, court, case number, debtor, collateral, claim, lease, contract, judgment, or dispute]**.

Our services may include, as applicable and as requested by the client, reviewing bankruptcy notices and schedules, evaluating the client's claim and creditor status, advising about the automatic stay, reviewing relevant contracts, loan documents, leases, security agreements, judgments, liens, account histories, collateral documents, notices, and payment records, preparing or reviewing a proof of claim, monitoring selected docket activity within the agreed scope, communicating with debtor's counsel, trustee, United States Trustee, creditors' committee, or other parties, negotiating treatment of the client's claim, responding to routine objections or requests, and advising about ordinary bankruptcy case developments affecting the client's claim.

Our representation begins only after this engagement letter is signed by an authorized representative, accepted by the firm, and any required advance fee deposit, retainer, or cost deposit is received and cleared. We are not responsible for taking action, monitoring the docket, preserving bar dates, filing claims, objecting to plans, seeking stay relief, stopping deadlines, or contacting parties before that time unless we expressly agree in writing.

3. Proofs of Claim, Bar Dates, and Supporting Documentation

If we agree to assist with a proof of claim, the client is responsible for providing complete, accurate, and timely information supporting the claim, including contracts, invoices, loan histories, account statements, payment records, judgments, lien documents, assignments, collateral descriptions, payoff information, escrow information, default amounts, interest calculations, fees, costs, credits, offsets, and any other documents required to support the claim. A proof of claim may require supporting documentation and must be filed by applicable deadlines to preserve distribution rights.

Unless we expressly agree in writing to monitor and calculate a specific bar date, the client remains responsible for identifying and promptly sending us all bankruptcy notices, bar-date notices, claim-objection notices, plan notices, confirmation notices, trustee notices, and court communications. We are not responsible for any deadline or claim right that expired before our engagement began or that the client did not provide to us in time for reasonable action.

4. Automatic Stay and Collection Restrictions

The automatic stay and related bankruptcy rules may restrict collection activity, litigation, foreclosure, repossession, eviction, setoff, enforcement of judgments, lien enforcement, communications with the debtor, application of payments, and other creditor remedies. The client must promptly notify us before taking or continuing any action involving the debtor, debtor’s property, collateral, estate property, co-debtors, guarantors, leases, contracts, litigation, collection, or setoff after learning of a bankruptcy filing.

Unless we expressly agree in writing, we are not responsible for supervising the client’s collection operations, loan-servicing systems, foreclosure vendors, repossession agents, eviction counsel, billing systems, payment portals, credit reporting, customer-service communications, automatic drafts, statements, notices, or account coding. The client remains responsible for implementing appropriate internal bankruptcy holds and preventing unauthorized collection activity.

5. Stay Relief, Adequate Protection, and Collateral Issues

If the client seeks relief from the automatic stay, adequate protection, abandonment, payment, lease assumption or rejection relief, or other bankruptcy court relief concerning collateral or contract rights, those services must be specifically included in the scope or separately agreed in writing. Such work may require evidence regarding default, payment history, collateral value, insurance, equity, necessity to reorganization, lease status, arrears, notices, title, perfection, lien priority, and other facts.

Relief from stay and adequate-protection matters may involve emergency or expedited deadlines, evidentiary hearings, valuation disputes, contested motions, proposed orders, and post-order enforcement limitations. We do not guarantee that stay relief, adequate protection, abandonment, payment, or any specific remedy will be granted.

6. Claim Objections, Plan Objections, and Contested Matters

The debtor, trustee, creditors’ committee, plan administrator, or other party may object to the client’s claim, collateral value, priority, secured status, arrearage amount, interest, fees, expenses, documentation, timeliness, or plan treatment. If we agree to defend a claim objection or object to a plan, disclosure statement, sale, use of cash collateral, assumption or rejection, claim allowance, or other contested matter, the client must provide supporting documents and facts promptly and must be available for declarations, testimony, settlement authority, and business decisions.

Unless expressly included in this letter, contested matters, evidentiary hearings, valuation disputes, omnibus claim objections, plan litigation, cash-collateral disputes, sale objections, appeal-related work, and other litigation-intensive proceedings are not included and may require a separate written agreement and additional fees.

7. Adversary Proceedings and Dischargeability Issues

This engagement does not include adversary proceedings unless specifically stated in writing. Adversary proceedings may include nondischargeability actions, discharge objections, preference claims, fraudulent-transfer claims, lien-priority disputes, declaratory judgment actions, turnover disputes, injunctions, or other bankruptcy litigation. These matters often have separate pleading rules, service requirements, discovery obligations, expert needs, trial deadlines, and appeal risks.

If the client wants to evaluate or pursue an objection to discharge or dischargeability, the client must provide all relevant facts and documents immediately. Such actions may have short and strictly enforced deadlines. We are not responsible for any discharge, dischargeability, or adversary-proceeding deadline unless we expressly agree in writing to monitor and handle that specific deadline.

8. Chapter-Specific Issues

Chapter 7, Chapter 11, Chapter 12, and Chapter 13 cases present different creditor risks and procedures. Chapter 7 may involve trustee liquidation, no-asset notices, asset notices, abandonment, reaffirmation, redemption, dischargeability, and distribution issues. Chapter 13 may involve plan treatment, direct payments, mortgage arrears, vehicle claims, trustee distributions, payment changes, claim objections, dismissal, conversion, and discharge issues. Chapter 11 may involve cash collateral, debtor-in-possession financing, first-day motions, critical vendors, executory contracts, leases, committees, disclosure statements, plan confirmation, sales, adequate protection, and plan distributions.

Unless we agree otherwise in writing, our representation is limited to the specific bankruptcy case, chapter, claim, collateral, lease, contract, or dispute identified in this engagement letter and does not include general monitoring of all related cases, affiliates, guarantors, borrowers, non-debtor litigation, state-court proceedings, or future bankruptcy filings.

9. Third-Party Reliance and Use of Work Product

Our advice, pleadings, claim analyses, correspondence, drafts, and work product are prepared for the client’s use in connection with the bankruptcy creditor matter described in this letter. No affiliate, servicer, investor, insurer, guarantor, co-creditor, purchaser, assignee, collection agency, debtor, trustee, committee, or other third party may rely on our work unless we expressly agree in writing. We do not undertake duties to non-clients by providing drafts, participating in negotiations, or allowing our work to be shared.

General Business Counsel / Outside General Counsel Engagement Letter

Re: Engagement for General Business Counsel / Outside General Counsel Services — [Company Name]

Dear [Authorized Company Representative]:

Thank you for asking [Law Firm Name] to provide general business counsel or outside general counsel services to [Company Name]. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out the company's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This general business counsel / outside general counsel engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this business counsel representation unless this letter, a matter-specific work order, a separate engagement letter, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the authorized-representative, outside-general-counsel-scope, matter-specific-work-order, business-decision, contract-review, corporate-family, specialty-counsel, data-security, and ongoing-business-counsel provisions in this letter control.]

1. Authorized Company Representatives

The company designates the following individuals as authorized to request legal services, provide instructions, approve strategy, approve invoices, and make decisions for the company: **[names and titles]**. If another person requests legal services or changes to the scope of work, we may require written confirmation from an authorized representative before beginning or continuing that work.

2. General Scope of Outside General Counsel Services

You have retained us to provide general business counsel services to the company on matters the company specifically brings to our attention and that we agree to handle. These services may include, as applicable, general corporate advice, contract drafting and review, routine governance guidance, business communications, vendor or customer agreement review, policy review, issue spotting, negotiation support, and coordination with specialty counsel when appropriate.

Although we may be described as outside general counsel, our representation is limited to the specific matters, questions, projects, or assignments that the company asks us to handle and that we accept. We are not responsible for matters, deadlines, filings, transactions, disputes, renewals, notices, legal developments, or business issues that the company does not specifically bring to our attention in time for reasonable action.

3. Matter-Specific Work Orders or Separate Engagements

For significant, specialized, high-risk, time-sensitive, or discrete projects, we may open a separate matter or require a separate written work order, fee agreement, or engagement letter. Examples include mergers and acquisitions, financing transactions, securities offerings, commercial real estate transactions, litigation, employment investigations, intellectual property filings, data privacy matters, tax matters, regulatory proceedings, franchise matters, bankruptcy, or international matters.

4. Business Decisions and Non-Legal Advice
We will provide legal advice and legal risk analysis within the scope of this engagement. The company remains responsible for business, financial, operational, accounting, investment, pricing, credit, insurance, staffing, tax, and strategic decisions. We do not guarantee the business or economic success of any transaction, contract, relationship, policy, or decision, and we are not responsible for investigating the financial condition, character, creditworthiness, technical capability, or business reliability of any person or entity with whom the company may deal unless we expressly agree in writing.

5. Contract Review, Deadlines, and Ongoing Obligations
If we review or draft contracts, our work is limited to the legal review or drafting requested and accepted. The company remains responsible for business terms, pricing, performance obligations, operational feasibility, insurance coverage, accounting treatment, tax treatment, implementation, renewal dates, termination notice dates, filing obligations, UCC continuation deadlines, corporate annual reports, license renewals, and other ongoing obligations unless we expressly agree in writing to monitor or handle a specific deadline or obligation.

6. Conflicts of Interest and Corporate Family Issues
We have conducted a preliminary conflict check based on the information provided by the company. You agree to promptly provide the names of relevant owners, officers, directors, managers, affiliates, subsidiaries, parent entities, investors, lenders, major customers, major vendors, adverse parties, counterparties, and other persons or entities involved in matters you ask us to handle. Unless we expressly agree in writing, our representation of the company does not create an attorney-client relationship with affiliates or members of the company's corporate family.

If a conflict or material limitation arises, including a conflict between the company and one or more owners, officers, directors, employees, investors, affiliates, or counterparties, we will inform the company and take appropriate action consistent with applicable professional rules. In some circumstances, we may need to withdraw from representing one or more parties or decline a requested matter.

7. Client Responsibilities
The company agrees to provide complete, accurate, and timely information; identify deadlines and business objectives; provide relevant documents and communications; review drafts for factual and business accuracy; make business decisions; preserve relevant records; notify us promptly of disputes, claims, notices, threats, regulatory inquiries, ownership changes, financing events, employment issues, data incidents, contract defaults, and other developments that may affect legal advice; and keep us informed of changes in authorized representatives and contact information.

8. Third-Party Reliance and Use of Work Product
Our advice, documents, drafts, comments, contract revisions, governance guidance, risk assessments, correspondence, and other work product are prepared for the company's use in connection with the matters we agree to handle under this engagement. No owner, officer, director, employee, affiliate, investor, lender, accountant, auditor, insurer, consultant, customer, vendor, counterparty, or other third party may rely on our work unless we expressly agree in writing. We do not undertake duties to non-clients by providing drafts, participating in negotiations, communicating with company representatives or other professionals, or allowing our work to be shared.

9. Other Professionals and Specialty Counsel

The company may need advice or services from accountants, tax advisors, auditors, insurance professionals, brokers, valuation professionals, bankers, consultants, technical specialists, environmental professionals, intellectual property counsel, employment counsel, securities counsel, litigation counsel, or other professionals. We may help coordinate with those professionals when appropriate, but their advice and work are separate from our legal services unless we expressly agree otherwise in writing.

10. Data Security and Document Management

The company should avoid sending confidential or sensitive business information through insecure channels. If the matter involves sensitive personal information, trade secrets, regulated data, cybersecurity incidents, financial information, health information, or highly confidential transaction materials, the company should notify us so we can discuss appropriate communication and document-management procedures.

11. Ongoing Engagement, Matter Closing, and Future Work

Unless terminated earlier, this general business counsel engagement will continue until either the company or the firm terminates it in writing, subject to any separate matter closing letters, work orders, or engagement agreements. A discrete matter may conclude when the specific work requested has been completed, when we send a closing communication for that matter, or when the company does not request further work for a reasonable period. Future or additional matters may require separate written approval or engagement terms.

Entity Formation and Startup Engagement Letter

Re: Engagement for Entity Formation and Startup Representation — [Proposed Entity Name / Founder(s) / Project Name]

Dear [Authorized Representative / Founder Name]:

Thank you for asking [Law Firm Name] to assist with the formation and initial organization of [Proposed Entity Name]. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This entity formation and startup engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this formation and startup representation unless this letter, a matter-specific work order, a separate engagement letter, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the authorized-representative, formation-instruction, founder-conflict, entity-client, ownership-structure, tax, securities, intellectual-property, filing, license, and ongoing-obligation provisions in this letter control.]

1. Authorized Representatives and Formation Instructions

The following individuals are authorized to provide formation instructions, approve documents, make decisions for the proposed entity, and receive communications from us: **[names and roles]**. If the founders, organizers, or proposed owners disagree about business terms, ownership percentages, management rights, contributions, vesting, control, compensation, intellectual property, tax treatment, or other material terms, we may pause work until the appropriate client authority is clarified or separate counsel is retained.

2. Matter and Scope of Representation

You have retained us to assist with forming and initially organizing **[Proposed Entity Name]** as a [corporation / limited liability company / partnership / professional entity / nonprofit / other entity] in [jurisdiction]. Our services may include, as applicable, advising on general entity type considerations, preparing and filing formation documents, preparing initial organizational consents or minutes, preparing bylaws or an operating agreement, preparing initial ownership or equity records based on information provided by the client, obtaining or assisting with an employer identification number if requested, preparing initial resolutions, and providing general startup governance guidance.

Our representation begins only after this engagement letter is signed by an authorized representative, accepted by the firm, and any required advance fee deposit, retainer, or flat fee is received and cleared. We are not responsible for filing deadlines, formation deadlines, name reservations, tax elections, license applications, securities filings, or other time-sensitive matters before that time unless we expressly agree in writing.

3. Founder, Owner, and Investor Conflicts

Entity formation and startup matters often involve multiple founders, owners, investors, employees, or affiliates with potentially different interests. Our representation of the proposed entity does not mean that we represent any founder or owner personally. Each founder or owner may wish to seek independent counsel regarding personal rights, ownership percentage, vesting, tax treatment, employment terms, fiduciary duties, control rights, exit rights, dilution, noncompetition or nonsolicitation obligations, personal guarantees, and other individual interests.

If we are asked to represent more than one person or entity, or to represent both the entity and one or more founders or owners, we will evaluate whether the representation is permissible and may require a separate written conflict waiver or separate engagement agreement. If a conflict develops that materially limits our ability to represent the client, we may need to withdraw or decline to perform further work.

4. Tax, Securities, and Regulatory Matters
Entity choice, ownership structure, founder equity, equity compensation, fundraising, and transfers of ownership interests may have tax, securities, accounting, and regulatory consequences. We may identify issues for consideration, but specialized advice from tax counsel, accountants, securities counsel, employment counsel, benefits counsel, or other professionals may be necessary. Unless specifically included in a written scope of work, we are not responsible for making tax elections, preparing tax filings, preparing securities filings, confirming investor qualification, preparing offering documents, or determining whether any ownership interest or fundraising activity complies with securities laws.

5. Ownership Structure, Equity Terms, and Business Decisions
The client is responsible for making all business, economic, ownership, equity, investment, valuation, tax classification, accounting, compensation, voting, control, management, dilution, vesting, buyback, transfer restriction, exit, deadlock, and founder-relationship decisions relating to the proposed entity. We may advise on legal implications, identify legal issues, and prepare documents based on terms approved by the client, but we do not determine whether any ownership percentage, capital contribution, equity grant, vesting schedule, buyback right, voting arrangement, management structure, profit or loss allocation, compensation arrangement, financing term, investor term, or founder agreement is fair, advisable, commercially reasonable, tax-efficient, or economically appropriate for any founder, owner, investor, or other person. Each founder, owner, investor, or participant may wish to obtain independent legal, tax, accounting, financial, investment, or valuation advice before agreeing to ownership or equity terms.

6. Intellectual Property and Founder Contributions
Startups often depend on intellectual property, confidential information, software, content, data, inventions, know-how, trade names, domain names, social media accounts, customer lists, and founder contributions. Unless expressly included in writing, our work does not include intellectual property clearance, ownership audits, patentability analysis, trademark searches, copyright registration, open-source software review, privacy review, or technical due diligence. If requested and separately scoped, we may assist with basic assignment or confidentiality documents based on information supplied by the client.

7. Filings, Licenses, Deadlines, and Ongoing Obligations
Formation of an entity may trigger ongoing obligations, including annual reports, franchise taxes, registered agent requirements, business licenses, beneficial ownership reporting, tax filings, payroll registrations, employment compliance, securities filings, corporate recordkeeping, ownership ledger updates, minutes, consents, foreign qualifications, and renewal deadlines. Unless we expressly agree in writing to monitor or handle a specific deadline or obligation, the client is responsible for tracking and satisfying all ongoing obligations after formation.

M&A / Business Purchase or Sale Engagement Letter

Re: Engagement for M&A / Business Purchase or Sale Representation — [Buyer / Seller / Target Company / Transaction Name]

Dear [Authorized Client Representative]:

Thank you for asking [Law Firm Name] to represent [Client Name] in connection with a proposed business purchase, business sale, merger, asset sale, stock sale, membership interest sale, or other acquisition transaction. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out the client's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This M&A / business purchase or sale engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this transaction representation unless this letter, a transaction-specific work order, a separate engagement letter, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the transaction-role, authorized-representative, transaction-scope, document-review, due-diligence, disclosure-schedule, deal-structure, tax, securities, regulatory, financing, third-party-consent, closing-condition, data-room, confidentiality, and transaction-closing provisions in this letter control.]

1. Transaction Role and Authorized Representatives

The client has retained us to act as legal counsel for the client in its role as **[buyer / seller / target company / selling shareholder / selling member / acquiring entity / other role]** in connection with **[describe proposed transaction]**. The client designates the following individuals as authorized to request legal services, provide instructions, approve strategy, approve documents, approve invoices, and make transaction decisions for the client: **[names and titles]**.

2. Matter and Scope of Representation

Our services may include, as applicable and as requested by the client, advising on transaction structure, reviewing or preparing a confidentiality agreement, reviewing or preparing a letter of intent or term sheet, assisting with legal due diligence, reviewing or preparing a purchase agreement or merger agreement, preparing or reviewing disclosure schedules, preparing or reviewing ancillary agreements, coordinating closing deliverables, communicating with opposing counsel and other advisors, assisting with signing and closing, and advising on legal risks within the agreed transaction scope.

Our representation begins only after this engagement letter is signed by an authorized representative, accepted by the firm, and any required advance fee deposit, retainer, or project fee is received and cleared. We are not responsible for transaction deadlines, exclusivity periods, diligence deadlines, financing deadlines, regulatory deadlines, notice periods, signing dates, closing dates, or other time-sensitive matters before that time unless we expressly agree in writing.

3. Transaction Documents

Depending on the transaction, the documents may include a non-disclosure agreement, letter of intent, term sheet, asset purchase agreement, stock purchase agreement, membership interest purchase agreement, merger agreement, disclosure schedules, bill of sale, assignment and assumption agreement, intellectual property assignment, officer or secretary certificates, board or member approvals, employment or consulting agreements, restrictive covenant agreements, escrow agreement, promissory note, security agreement, guaranty, transition services agreement, closing statement, and other documents needed to sign or close the transaction.

4. Due Diligence

Due diligence may involve review of corporate records, ownership records, material contracts, customer and vendor agreements, leases, financing documents, liens, litigation, employment matters, intellectual property, permits, regulatory issues, tax matters, financial statements, insurance, environmental issues, privacy or data security matters, employee benefits, and other information. Unless we agree otherwise in writing, our role is limited to legal due diligence within the agreed scope. The client remains responsible for business, financial, accounting, operational, technical, insurance, tax, environmental, and commercial diligence, and may need accountants, tax advisors, financial advisors, environmental consultants, insurance professionals, benefits counsel, securities counsel, or other specialists.

5. Disclosure Schedules and Information Supplied by Client

If the transaction includes disclosure schedules, the client is responsible for providing complete, accurate, and timely information needed to prepare or review those schedules. Disclosure schedules may affect representations, warranties, indemnification, closing conditions, and post-closing liability. We may assist with organizing and drafting legal portions of the schedules, but we rely on the client and its business, accounting, tax, financial, operational, and technical advisors for the accuracy and completeness of factual disclosures.

6. Deal Structure, Tax, Securities, and Regulatory Issues

Transaction structure may affect taxes, liabilities, employee matters, permits, assignments, financing, indemnification, and regulatory obligations. We may identify legal issues for consideration, but specialized tax, accounting, securities, regulatory, antitrust, environmental, benefits, employment, real estate, privacy, or industry-specific advice may be necessary. Unless specifically included in a written scope of work, we are not responsible for making tax determinations, preparing tax filings, preparing securities filings, obtaining regulatory approvals, conducting environmental testing, or confirming that all required third-party consents or governmental approvals have been obtained.

7. Purchase Price, Business Terms, and Transaction Decisions

The client is responsible for making all business, economic, financial, operational, tax, accounting, investment, valuation, financing, risk-allocation, and transaction decisions relating to the proposed transaction. These decisions may include purchase price, sale price, working-capital adjustments, earnouts, escrows, holdbacks, indemnity caps, baskets, survival periods, representations and warranties, covenants, closing conditions, financing terms, employment or consulting arrangements, restrictive covenants, transition services, post-closing obligations, and whether to sign, proceed, renegotiate, terminate, or close the transaction. We may advise on legal implications, identify legal risks, negotiate or draft legal documents, and assist with legal due diligence within the agreed scope, but we do not determine whether any price, valuation, deal structure, business term, financing arrangement, tax result, accounting treatment, commercial risk, or transaction decision is fair, advisable, commercially reasonable, economically appropriate, or tax-efficient. The client may wish to obtain independent tax, accounting, valuation, financial, investment, insurance, business, or industry-specific advice before agreeing to material transaction terms or closing the transaction.

8. Financing, Third-Party Consents, and Closing Conditions

The transaction may depend on financing, lender approval, landlord consent, customer or vendor consent, franchisor approval, government approval, shareholder or member approval, board approval, lien releases, payoff letters, escrow arrangements, employment arrangements, restrictive covenants, transition services, or other closing conditions. Unless we expressly agree in writing to handle a specific approval, filing, consent, or deliverable, the client remains responsible for identifying, obtaining, and satisfying all non-legal business and operational conditions to signing and closing.

9. Data Rooms, Sensitive Information, and Cybersecurity

If a data room or other document-sharing platform is used, the client is responsible for the accuracy, completeness, organization, and permissions of materials uploaded unless we expressly agree otherwise in writing. The client should avoid uploading privileged, highly sensitive, personal, regulated, or trade-secret information without considering access controls, redactions, confidentiality restrictions, and data security measures. We do not provide cybersecurity audits or technical security advice unless separately agreed in writing.

Opinion Letter Engagement Letter

Re: Engagement for Legal Opinion Letter — [Transaction / Financing / Real Estate / Securities / Corporate / Other Matter]

Dear [Authorized Client Representative]:

Thank you for asking [Law Firm Name] to consider preparing and delivering a legal opinion letter in connection with [describe transaction or matter]. This engagement letter confirms the terms of our opinion-letter engagement, identifies who our client is, describes the specific opinion work we are being asked to perform, explains the limits on reliance and use, and sets out the client's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This opinion letter engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this opinion-letter engagement unless this letter, the final opinion letter, a transaction-specific work order, a separate engagement letter, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the opinion-recipient, permitted-reliance, opinion-scope, governing-law, document-review, factual-certificate, assumption, qualification, exception, customary-practice, no-duty-to-update, and opinion-delivery provisions in this letter or the final opinion letter control.]

1. Opinion Recipient, Addressee, and Permitted Reliance

The proposed opinion letter is expected to be addressed to **[name of opinion recipient/addressee]** for the limited purpose of **[describe transaction purpose]**. Unless the final opinion letter expressly states otherwise, only the named addressee may rely on the opinion letter, and only for the specific transaction and purpose identified in the opinion letter. No other person or entity may use, quote, circulate, file, disclose, or rely on the opinion letter without our prior written consent.

If the client or a transaction party requests reliance by successors, assigns, agents, administrative agents, trustee parties, rating agencies, auditors, governmental authorities, investors, underwriters, or other third parties, we will evaluate that request separately. We may decline, limit, condition, or charge additional fees for any expanded reliance or reliance letter.

2. Matter and Scope of Opinion Engagement

You have retained us to consider preparing and delivering one or more legal opinions concerning the following specific legal issues: **[entity existence / power and authority / authorization / execution and delivery / enforceability / no violation of organizational documents / no required governmental approvals / UCC matters / securities matters / real estate matters / other specified opinions]**. Our opinion work is limited to the specific opinions expressly identified in the final opinion letter and does not include opinions by implication.

Our engagement is to evaluate whether we are able and willing to issue the requested opinion letter and, if so, to prepare and deliver the opinion letter in a form acceptable to us. We are not obligated to issue any opinion unless, in our professional judgment, the opinion is appropriate, supportable, consistent with applicable professional obligations, and based on sufficient facts, documents, certificates, and legal analysis.

3. Governing Law and Jurisdictional Limits

Unless we expressly agree otherwise in writing, any opinion we provide will be limited to the law of

[state/commonwealth] and the federal law of the United States that, in our professional judgment, is normally applicable to the transaction and opinions requested. We do not provide opinions on the laws of any other jurisdiction, local law, foreign law, choice-of-law issues, tax law, securities law, banking law, regulatory law, insolvency law, fiduciary law, usury law, criminal law, environmental law, antitrust law, employment law, ERISA, intellectual property law, data privacy law, or other specialized areas unless expressly included in the final opinion letter.

4. Documents, Records, and Information Reviewed
Our opinion will be based only on the documents, records, certificates, statements, and information we choose to review for the requested opinion, which may include organizational documents, good-standing certificates, resolutions, consents, transaction documents, officer certificates, secretary certificates, public records, UCC search results, lien searches, certificates of incumbency, closing certificates, factual representations, and other materials. The final opinion letter may identify the principal documents reviewed.

The client is responsible for providing complete, accurate, current, and timely information. We may rely on factual certificates, public records, representations, and information supplied by the client, company representatives, officers, managers, members, directors, agents, public officials, and other sources without independently verifying every fact unless we expressly agree otherwise in writing.

5. Assumptions, Qualifications, Exceptions, and Customary Practice
Any opinion letter we issue will contain assumptions, qualifications, limitations, exceptions, and exclusions that we determine are appropriate. These may include assumptions about authenticity of documents, genuineness of signatures, legal capacity of natural persons, authority of parties other than our client, conformity of copies to originals, accuracy of public records, enforceability limitations, bankruptcy and equitable-principles exceptions, and other customary qualifications.

Opinion-letter practice is informed by customary practice, transaction context, professional judgment, and applicable bar guidance. The client understands that we may reject requested opinion language, add qualifications, narrow reliance, require additional certificates, or decline to provide an opinion if we determine the requested opinion is unsupported, inappropriate, overly broad, outside our competence, outside the agreed scope, or inconsistent with professional obligations.

6. Factual Certificates and Client Cooperation
We may require officer certificates, secretary certificates, manager certificates, member certificates, incumbency certificates, organizational certificates, good-standing certificates, public-record certificates, or other factual certifications before issuing the opinion. The client is responsible for ensuring that all certificates and factual statements are complete, accurate, current, and signed by persons with authority and knowledge.

The client agrees to promptly provide requested documents and information, identify all relevant entities and jurisdictions, disclose facts that may affect the requested opinion, update us if facts change before closing, and avoid asking us to rely on incomplete, inaccurate, misleading, or outdated information.

7. Opinion Delivery and Conditions to Issuance
We are not obligated to deliver any opinion letter unless, in our professional judgment, the opinion is appropriate, supportable, consistent with applicable professional obligations, and based on a satisfactory factual and legal record. Delivery of any opinion letter may be conditioned on our receipt,

review, and approval of final transaction documents, organizational documents, public-record certificates, good-standing certificates, officer certificates, secretary certificates, manager certificates, member certificates, incumbency certificates, resolutions, consents, factual certifications, UCC searches, lien searches, closing certificates, reliance limitations, assumptions, qualifications, exceptions, and any other documents or information we determine are necessary. We may decline to issue, delay issuance of, narrow, revise, qualify, or condition any opinion if facts change, documents are incomplete or inconsistent, requested opinion language is unsupported or inappropriate, required certificates are unavailable or unsatisfactory, legal issues remain unresolved, closing conditions are not satisfied, or we determine that the opinion cannot be given in the requested form. No opinion will be deemed delivered until the final signed opinion letter is issued by us in the approved form.

8. No Duty to Update

Unless the final opinion letter expressly states otherwise, any opinion we deliver will speak only as of its date. We will have no duty to update, supplement, reaffirm, revise, or withdraw the opinion after delivery because of later changes in law, facts, documents, transaction terms, parties, public records, or other developments.

COLLECTIONS

Creditor Collections Engagement Letter

Re: Engagement for Creditor Collections Representation — [Creditor Name / Debtor Name / Account Number / Matter Name]

Dear [Authorized Creditor Representative]:

Thank you for asking [Law Firm Name] to represent [Creditor Name] in connection with the collection of one or more debts, accounts, judgments, invoices, obligations, or claims owed by [Debtor Name] or other obligors identified by the client. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out the client's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This creditor collections engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this collections representation unless this letter, an account-placement schedule, a matter-specific work order, a separate engagement letter, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the authorized-representative, collection-authority, debt-classification, documentation, limitation-period, demand-letter, debtor-communication, settlement, judgment-enforcement, bankruptcy, funds-collected, trust-accounting, and remittance provisions in this letter control.]

1. Authorized Representatives and Collection Authority

The client designates the following individuals as authorized to request legal services, provide account information, approve litigation, approve settlement, approve invoices, and make decisions for the client: **[names and titles]**. The client represents that it owns the debt or has legal authority to collect, enforce, assign, place, or direct collection of the account or claim identified in this engagement.

2. Matter and Scope of Representation

You have retained us to represent the client in connection with collecting the debt or obligation described as follows: **[describe account, contract, invoice, note, lease, judgment, guaranty, debtor, balance, collateral, or claim]**. Our representation is limited to the specific account, claim, portfolio, debtor, judgment, or matter identified in this letter and any attached placement schedule or work order.

Our services may include, as applicable and as requested by the client, reviewing account documents, evaluating collectability and legal options, sending collection correspondence, communicating with the debtor or debtor's counsel, negotiating payment arrangements or settlement, preparing and filing a collection lawsuit, obtaining service of process, seeking default or contested judgment, conducting post-judgment discovery, pursuing garnishment, citation, levy, lien, domestication, renewal, satisfaction, or other enforcement remedies, and advising about ordinary collection issues within the agreed scope.

Our representation begins only after this engagement letter is signed by an authorized representative, accepted by the firm, and any required advance fee deposit, retainer, cost deposit, placement materials, or account documentation is received and cleared. We are not responsible for taking action, preserving deadlines, filing suit, monitoring limitation periods, stopping dissipation of assets, perfecting liens, enforcing judgments, or contacting debtors before that time unless we expressly agree in writing.

3. Consumer, Commercial, and Compliance Classification

The client must identify whether each account involves a consumer debt, commercial debt, judgment debt, secured debt, lease debt, medical debt, student debt, government debt, or other special category. Consumer collection matters may be subject to the Fair Debt Collection Practices Act, Regulation F, state collection laws, licensing rules, court rules, service rules, credit-reporting rules, privacy laws, and other requirements. The client must provide accurate account classification and immediately notify us if facts suggest that a debtor is a consumer, represented by counsel, deceased, bankrupt, in military service, disputing the debt, protected by a cease-communication request, or subject to special legal protections.

4. Client Information, Documentation, and Certification

The client is responsible for providing complete, accurate, and timely information supporting the debt, including contracts, applications, invoices, statements, account histories, charge-off information, payment histories, assignments, bills of sale, guaranties, notices, correspondence, debtor contact information, last payment date, itemization of principal, interest, fees, costs, credits, offsets, collateral documents, judgments, lien documents, and any documents required by law or court rule. The client certifies that the information provided is accurate to the best of its knowledge and that all credits, payments, disputes, settlements, bankruptcies, and defenses known to the client have been disclosed.

5. Statutes of Limitation, Time-Barred Debt, and Deadlines

Collection claims may be affected by statutes of limitation, contractual notice provisions, judgment renewal deadlines, lien expiration dates, appeal deadlines, bankruptcy bar dates, service deadlines, and other time-sensitive requirements. The client must provide the date of default, charge-off date, last payment date, last transaction date, judgment date, renewal date, and any facts relevant to limitation periods. Unless we expressly agree in writing to monitor a specific deadline, the client remains responsible for identifying and promptly providing all deadline-related information in time for reasonable action.

6. Demand Letters, Debtor Communications, and Disputes

If the scope includes demand letters or other debtor communications, the client understands that communications may require legally compliant disclosures, validation information, dispute handling, and restrictions on time, place, medium, frequency, represented-party contacts, third-party contacts, and misleading or unfair statements. The client must promptly forward any debtor dispute, request for validation, request for original-creditor information, cease-communication request, attorney representation notice, bankruptcy notice, military-service information, payment, settlement proposal, or complaint.

7. Litigation, Settlement, and Judgment Authority

We will not file suit, dismiss a case, accept settlement, enter judgment, release a claim, satisfy a judgment, compromise attorney fees or costs, or approve a payment plan without authority from an authorized client representative, except as otherwise expressly authorized in writing. The client should provide written settlement parameters, minimum acceptable payment terms, authority to accept lump-sum discounts or installment plans, authority regarding releases, and instructions regarding dismissal, satisfaction, credit reporting, and tax reporting when applicable.

8. Bankruptcy, Automatic Stay, and Insolvency Issues
If the client learns that a debtor, co-debtor, guarantor, or related party has filed bankruptcy or may be subject to an automatic stay, the client must notify us immediately and stop collection activity until appropriate legal guidance is provided. Unless bankruptcy creditor representation is expressly included in writing, we are not responsible for filing proofs of claim, monitoring bankruptcy dockets, seeking stay relief, defending preference claims, objecting to discharge, or handling bankruptcy-related litigation.

9. Funds Collected, Trust Accounting, and Remittance
Funds collected by the firm will be handled in accordance with applicable trust-account rules, court orders, client instructions, and this engagement letter. Unless otherwise agreed in writing, collected funds may be deposited into the firm's client trust account, applied to approved fees and costs when permitted, and remitted to the client after funds have cleared and any disputes, chargebacks, holds, or trust-account issues are resolved. The client is responsible for providing accurate remittance instructions and tax reporting information.

Debt Collection Engagement Letter (Consumer/Commercial)

Re: Engagement for Debt Collection Representation — [Creditor Name / Debtor Name / Account Number / Matter Name]

Dear [Authorized Client Representative]:

Thank you for asking [Law Firm Name] to represent [Client Name] in connection with the collection of one or more debts, accounts, invoices, contracts, judgments, leases, notes, guaranties, or other obligations owed by [Debtor Name] or other obligors identified by the client. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, includes separate provisions for consumer debt and commercial debt, explains our fees and billing practices, and sets out the client's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This consumer/commercial debt collection engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this debt collection representation unless this letter, an account-placement schedule, a matter-specific work order, a separate engagement letter, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the authorized-representative, collection-authority, consumer-debt, commercial-debt, documentation, limitation-period, demand-letter, debtor-communication, dispute-response, litigation, settlement, judgment-enforcement, bankruptcy, funds-collected, trust-accounting, and remittance provisions in this letter control.]

1. Authorized Representatives and Collection Authority

The client designates the following individuals as authorized to request legal services, provide account information, approve litigation, approve settlement, approve invoices, and make decisions for the client: **[names and titles]**. The client represents that it owns the debt, has been assigned the debt, services the debt with authority to direct collection, or otherwise has legal authority to place, collect, enforce, compromise, and resolve the account or claim identified in this engagement.

2. Matter and Scope of Representation

You have retained us to represent the client in connection with collecting the debt or obligation described as follows: **[describe account, contract, invoice, note, lease, judgment, guaranty, debtor, balance, collateral, account placement, or portfolio]**. Our representation is limited to the specific account, debtor, obligor, judgment, claim, portfolio, placement schedule, or work order identified in this letter and accepted by the firm.

Our services may include, as applicable and as requested by the client, reviewing account documents, evaluating legal collection options, sending collection correspondence, communicating with the debtor or debtor's counsel, responding to disputes, negotiating payment arrangements or settlement, preparing and filing collection litigation, seeking judgment, conducting post-judgment discovery, pursuing garnishment, citation, levy, lien, domestication, renewal, satisfaction, or other enforcement remedies, and advising about ordinary collection issues within the agreed scope.

Our representation begins only after this engagement letter is signed by an authorized representative, accepted by the firm, and any required advance fee deposit, retainer, cost deposit, placement materials, or account documentation is received and cleared. We are not responsible for taking action, preserving limitation periods, filing suit, monitoring deadlines, perfecting liens, enforcing judgments, stopping asset transfers, or contacting debtors before that time unless we expressly agree in writing.

3. Debt Classification: Consumer Debt or Commercial Debt

Before we begin collection activity, the client must classify each account as **consumer debt**, **commercial debt**, or another special category. Consumer debt generally involves a debt incurred primarily for personal, family, or household purposes. Commercial debt generally involves a business, trade, professional, investment, lease, vendor, contract, or other non-consumer obligation. If the purpose of the debt is uncertain, the client must identify the uncertainty and provide supporting documentation before collection activity begins.

4. Consumer Debt Collection Clause

If the account involves consumer debt, the client understands that collection activity may be subject to the Fair Debt Collection Practices Act, Regulation F, state debt-collection statutes, licensing requirements, court rules, service rules, credit-reporting rules, privacy laws, military-service protections, bankruptcy protections, deceased-consumer procedures, and other consumer-protection requirements. The client must provide accurate debtor identity information, the current creditor name, original creditor information when applicable, itemization information, account history, payment history, charge-off information, last payment date, transaction date, judgment date if applicable, dispute history, prior collection activity, and any information needed to provide required validation information or respond to a dispute.

For consumer debt matters, the client must immediately notify us if the debtor disputes the debt, requests validation, requests original-creditor information, is represented by counsel, asks that communications stop, identifies a preferred or prohibited communication channel, claims identity theft or mistaken identity, is deceased, is in bankruptcy, is in military service, is subject to a guardianship or conservatorship, has made a payment directly to the client, has entered a settlement, or has filed or threatened a complaint, counterclaim, regulatory inquiry, or consumer-protection claim. The client must not continue separate collection activity that could conflict with firm communications, court filings, or applicable consumer-protection restrictions.

The client is responsible for ensuring that all consumer-account data supplied to us is complete, current, and accurate, including all credits, payments, reversals, fees, interest, costs, settlements, disputes, bankruptcy notices, cease-communication requests, and prior collection communications. We may decline, pause, or terminate work on any consumer account if required information is missing, the documentation does not support the claim, the debt may be time-barred, communications may be restricted, the account classification is uncertain, or collection would create undue legal or professional risk.

5. Commercial Debt Collection Clause

If the account involves commercial debt, the client represents that the debt was incurred for business, trade, professional, investment, lease, vendor, contract, or other non-personal purposes and was not incurred primarily for personal, family, or household purposes. The client must provide the contract, invoices, purchase orders, statements, delivery records, account history, credit applications, guarantees, security agreements, UCC filings, leases, correspondence, payment records, interest or finance-charge terms, attorney-fee provisions, default notices, acceleration notices, collateral information, and any business records needed to prove the claim.

Commercial debt collection may involve issues such as contract interpretation, business defenses, account stated, goods sold and delivered, services rendered, personal guarantees, corporate authority, successor liability, secured transactions, liens, collateral recovery, setoff, recoupment, arbitration clauses, venue clauses, attorney-fee clauses, choice-of-law clauses, indemnity provisions, and business insolvency. Unless expressly included in writing, this engagement does not include transactional restructuring, UCC perfection or continuation monitoring, foreclosure, receivership, replevin, bankruptcy creditor representation, guarantor litigation beyond the identified matter, or business advice unrelated to collection.

If an individual guarantor, sole proprietor, owner, spouse, or other natural person is involved in a commercial account, the client must provide facts supporting the commercial nature of the obligation and identify whether any part of the debt may have been incurred for personal, family, or household purposes. We may treat the matter as consumer-sensitive or require additional documentation if the debtor's status or purpose of the debt is unclear.

6. Client Certification and Documentation

The client certifies that the information and documents provided to the firm are accurate, complete, current, and not misleading to the best of the client's knowledge. The client further certifies that all payments, credits, offsets, disputes, settlements, charge-offs, assignments, bankruptcies, deaths, military-service information, cease-communication requests, prior lawsuits, prior collection activity, and known defenses have been disclosed. The firm may rely on information supplied by the client unless we know or reasonably should know that further inquiry is required.

7. Statutes of Limitation, Time-Barred Debt, and Deadlines

Collection claims may be affected by statutes of limitation, contractual notice periods, arbitration deadlines, service deadlines, judgment-renewal deadlines, lien-expiration dates, bankruptcy bar dates, appeal deadlines, and other time-sensitive requirements. The client must provide the date of default, charge-off date, last payment date, last transaction date, invoice date, maturity date, acceleration date, judgment date, renewal date, and any tolling, payment, acknowledgment, or dispute information relevant to limitation periods. Unless we expressly agree in writing to monitor a specific deadline, the client remains responsible for identifying and promptly providing all deadline-related information in time for reasonable action.

8. Demand Letters, Communications, and Disputes

If the scope includes demand letters or other collection communications, the client understands that communications may be governed by federal law, state law, court rules, professional-conduct rules, debtor-representation rules, privacy restrictions, and applicable contract terms. The client must promptly forward any debtor dispute, validation request, original-creditor request, cease-communication request, attorney representation notice, payment, settlement proposal, complaint, counterclaim, bankruptcy notice, military-service notice, returned mail, service issue, or other communication affecting the account.

9. Litigation, Settlement, and Judgment Authority

We will not file suit, dismiss a case, accept settlement, enter judgment, release a claim, satisfy a judgment, compromise attorney fees or costs, agree to a payment plan, or close an account without authority from an authorized client representative, except as otherwise expressly authorized in writing. The client should provide written settlement parameters, minimum payment terms, discount authority, installment-plan authority, release requirements, dismissal instructions, satisfaction instructions, and instructions regarding credit reporting, tax reporting, and account coding when applicable.

10. Bankruptcy, Automatic Stay, and Insolvency Issues
If the client learns that a debtor, co-debtor, guarantor, or related party has filed bankruptcy or may be subject to an automatic stay, the client must notify us immediately and stop collection activity until appropriate legal guidance is provided. Unless bankruptcy creditor representation is expressly included in writing, we are not responsible for filing proofs of claim, monitoring bankruptcy dockets, seeking stay relief, defending preference claims, objecting to discharge, or handling bankruptcy-related litigation.

11. Services Not Included Unless Separately Agreed
Unless we agree otherwise in a separate written engagement agreement or written amendment, this representation does not include bankruptcy representation, adversary proceedings, defense of counterclaims, class actions, sanctions motions, regulatory investigations, credit-reporting advice, tax advice, accounting advice, foreclosure, eviction, repossession, replevin, receivership, UCC perfection or continuation monitoring, appeals, collection agency licensing advice, compliance audits, portfolio due diligence, transactional restructuring, representation of affiliates or servicers, or representation in any matter not specifically described in this letter.

12. Funds Collected, Trust Accounting, and Remittance
Funds collected by the firm will be handled in accordance with applicable trust-account rules, court orders, client instructions, and this engagement letter. Unless otherwise agreed in writing, collected funds may be deposited into the firm's client trust account, applied to approved fees and costs when permitted, and remitted to the client after funds have cleared and any disputes, chargebacks, holds, or trust-account issues are resolved. The client is responsible for providing accurate remittance instructions and tax reporting information.

13. Communications, Confidentiality, and Privilege
We will communicate with authorized client representatives through [email / client portal / telephone / mail / secure messaging] at the contact information provided. The client is responsible for ensuring that privileged or confidential communications are shared only with appropriate persons who need the information for client purposes. Forwarding legal advice to affiliates, servicers, collection agencies, debt buyers, insurers, accountants, auditors, vendors, investors, or other third parties may waive or compromise confidentiality or privilege unless appropriate protections are in place.

14. Conflicts of Interest
We have conducted a preliminary conflict check based on the information provided by the client. The client agrees to promptly provide the names of all relevant parties, including debtors, co-debtors, guarantors, spouses, owners, business entities, affiliates, assignors, assignees, servicers, collection agencies, insurers, opposing counsel, witnesses, employers, banks, lienholders, landlords, tenants, vendors, and other persons or entities involved in the matter. If a conflict or material limitation arises, we will inform the client and take appropriate action consistent with applicable professional rules.

15. No Guarantee of Recovery or Outcome
We will use our professional judgment and reasonable efforts on the client's behalf. However, collection outcomes depend on many facts and legal considerations, including debtor assets, exemptions, defenses, disputes, documentation, service of process, court rulings, counterclaims, bankruptcy, insolvency, competing creditors, settlement dynamics, enforcement costs, and applicable law. We have not made and cannot make any promise or guarantee about recovery, timing, collectability, judgment,

settlement, garnishment, lien priority, enforcement result, attorney-fee recovery, cost recovery, or any other outcome.

16. Fees, Retainer, Billing, and Costs
Our fees will be billed as follows: [hourly / contingency fee / flat fee / phase-based flat fee / hybrid arrangement]. If hourly, the current hourly rates are: [Attorney Name] — $[amount]/hour; [Associate Attorney Name] — $[amount]/hour; [Paralegal Name] — $[amount]/hour; and other timekeepers at their customary rates. Time may be billed in increments of [0.1 hour / 0.25 hour]. If contingency, flat fee, or phase-based, the fee covers only the debt collection services specifically identified in this letter or attached fee schedule and must comply with applicable law and professional rules.

You agree to pay an advance fee deposit, retainer, placement fee, flat fee, phase fee, contingency percentage, or cost deposit of $[amount / percentage]. Unless applicable law or a written agreement provides otherwise, any advance fee deposit will be deposited into the firm's client trust account and applied to fees and costs as they are earned or incurred. If the matter becomes contested, expands to additional debtors, requires trial, involves counterclaims, requires post-judgment enforcement beyond the initial scope, or otherwise changes materially, we may require a separate written fee agreement or additional payment before performing that work.

The client is responsible for all costs and expenses incurred in connection with our representation, including court filing fees, service fees, sheriff or marshal fees, garnishment fees, citation fees, recording fees, lien searches, asset searches, skip tracing, investigators, appraisers, experts, court reporters, transcripts, records retrieval, certified copies, postage, copying, electronic filing charges, local counsel, outside counsel, travel, and other third-party charges. We may require advance payment before incurring significant costs or retaining outside professionals.

17. Withdrawal and Termination
The client may terminate our representation at any time by written notice, subject to court approval if we have appeared in a case or proceeding. We may withdraw from representation with the client's consent or as permitted or required by applicable law, court rules, and professional rules, including for nonpayment, failure to replenish the retainer, failure to cooperate, failure to provide complete or truthful information, failure to provide documents needed to prove the debt, unsupported account classification, consumer-compliance concerns, conflict of interest, disagreement about strategy, improper collection instructions, breakdown in communication, or other good cause. If court approval is required, withdrawal will not be effective until approved or permitted by the court.

18. Conclusion of Representation and File Handling
Unless terminated earlier, our representation will conclude when the specific collection matter identified in this letter is resolved, withdrawn, closed as uncollectible, reduced to judgment and agreed enforcement work is completed, satisfied, dismissed, transferred, or when we send a closing letter, whichever occurs first. Future collection placements, appeals, bankruptcy matters, counterclaims, regulatory matters, post-judgment enforcement beyond the agreed scope, judgment renewal, lien continuation, or other future work requires a separate written engagement agreement or written amendment unless expressly included in this letter.

At the conclusion of the matter, we will retain or dispose of the file in accordance with our file retention policy and applicable law. The client should request copies of any documents it wants to keep. Original documents, if any, will be returned or handled as required by law and firm policy.

19. Acknowledgment and Agreement

By signing below, the client acknowledges that it has read this engagement letter, understands its terms, understands that the firm represents the client identified in this letter and not any debtor, guarantor, affiliate, servicer, collection agency, or other third party unless separately agreed, understands the scope and limits of the debt collection representation, understands the separate consumer debt and commercial debt provisions, has had an opportunity to ask questions, and agrees to retain [Law Firm Name] on the terms stated above. This letter, together with any attached fee schedule, account placement schedule, settlement authority schedule, client certification, work order, conflict waiver, or written amendment, constitutes our agreement regarding this representation.

Limited-Scope Demand Letter Engagement Letter

Re: Limited-Scope Engagement for Demand Letter Services — [Client Name / Debtor Name / Account Number / Matter Name]

Dear [Authorized Client Representative]:

Thank you for asking [Law Firm Name] to assist [Client Name] with a limited-scope demand letter concerning [Debtor Name] and the obligation described below. This engagement letter confirms that our representation is limited to the specific demand letter services identified in this letter. We are not being retained to handle full debt collection, litigation, post-judgment enforcement, bankruptcy, regulatory compliance review, or any other matter unless we later agree in writing.

[Basic Engagement Letter Clauses]

[This limited-scope demand letter engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this limited demand letter representation unless this letter, a matter-specific work order, a fee schedule, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the limited-scope, demand-letter-task, debt-classification, consumer-compliance, commercial-debt, documentation, limitation-period, client-certification, settlement-authority, debtor-response, bankruptcy, collection-hold, and end-of-limited-representation provisions in this letter control.]

1. Identity of Client

Our client in this limited-scope engagement is **[Client Name]** only. Unless we expressly agree in writing, we do not represent any parent company, subsidiary, affiliate, owner, officer, director, employee, servicer, collection agency, debt buyer, assignee, insurer, guarantor, co-creditor, debtor, consumer, business obligor, spouse, vendor, landlord, tenant, or other person or entity.

2. Limited Scope of Representation

You have retained us only to review information supplied by the client and prepare, revise, send, or advise about one or more demand letters concerning the following obligation: **[describe debt, contract, invoice, account, judgment, lease, note, guaranty, debtor, balance, collateral, or claim]**. Our services are limited to the demand letter task described in this engagement and any attached work order or fee schedule.

Our services may include reviewing documents provided by the client, identifying apparent legal or factual issues relevant to the demand letter, drafting a demand letter, revising a client-provided demand letter, sending the demand letter if expressly requested, receiving and forwarding any response, and discussing next-step options after the demand letter response period expires. We are not responsible for taking any other action unless expressly stated in writing.

Our representation begins only after this engagement letter is signed by an authorized representative, accepted by the firm, and any required advance fee deposit, flat fee, retainer, cost deposit, or documents are received and cleared. We are not responsible for preserving deadlines, filing suit, monitoring limitation periods, stopping dissipation of assets, perfecting liens, enforcing judgments, responding to bankruptcy notices, or contacting any person before that time unless we expressly agree in writing.

3. Services Not Included

Unless we later agree in a separate written engagement agreement or written amendment, this limited-scope representation does not include full debt collection representation, filing suit, defending counterclaims, responding to threatened litigation, negotiating all settlement terms, monitoring payment plans, post-demand follow-up beyond the agreed scope, credit reporting advice, collection agency licensing advice, compliance audits, bankruptcy representation, adversary proceedings, foreclosure, eviction, repossession, replevin, receivership, UCC perfection or continuation monitoring, appeals, tax advice, accounting advice, investigation of debtor assets, skip tracing, service of process, judgment enforcement, or representation in any matter not specifically described in this letter.

4. Demand Letter Task Allocation

The client remains responsible for all tasks not expressly assigned to the firm. The following checklist may be used to confirm the limited assignment:

- [ ] Firm will draft one demand letter based on information supplied by the client.
- [ ] Firm will revise a demand letter prepared by the client.
- [ ] Firm will send the demand letter on firm letterhead.
- [ ] Client will send the demand letter after firm review.
- [ ] Firm will receive and forward any response received within [number] days after sending.
- [ ] Firm will provide one follow-up consultation after the response deadline.
- [ ] Client remains responsible for all deadlines, litigation decisions, and further collection action unless separately agreed.

5. Debt Classification and Compliance Information

Before any demand letter is prepared or sent, the client must identify whether the obligation is consumer debt, commercial debt, judgment debt, secured debt, lease debt, medical debt, student debt, government debt, or another special category. If the matter involves consumer debt, the demand letter may be subject to the Fair Debt Collection Practices Act, Regulation F, state debt-collection laws, validation notice requirements, time-barred debt restrictions, communication restrictions, licensing requirements, privacy rules, military-service protections, bankruptcy restrictions, and other consumer-protection requirements.

The client must provide accurate information about the current creditor, original creditor when applicable, account number, debtor identity, amount claimed, itemization of principal, interest, fees, costs, credits, payments, charge-off date, last payment date, transaction date, judgment date if applicable, dispute history, prior collection communications, bankruptcy notices, representation by counsel, cease-communication requests, and any other facts needed to determine whether a demand letter may be sent and what it may say.

6. Client Certification

The client certifies that the information and documents supplied to the firm are accurate, complete, current, and not misleading to the best of the client's knowledge. The client further certifies that it owns the obligation, has authority to collect it, or has authority to direct collection; that all known payments, credits, offsets, disputes, settlements, charge-offs, assignments, bankruptcies, deaths, military-service information, cease-communication requests, prior lawsuits, prior collection activity, and known defenses have been disclosed; and that the client will promptly update us if any information changes before the demand letter is sent.

7. Statutes of Limitation, Time-Barred Debt, and Deadlines

A demand letter does not file a lawsuit, preserve a claim, renew a judgment, extend a statute of limitation, perfect a lien, stop a debtor from transferring assets, or protect any deadline. The client remains responsible for identifying and tracking all limitation periods, contractual notice periods, service deadlines, judgment-renewal deadlines, lien-expiration dates, bankruptcy bar dates, appeal deadlines, and other time-sensitive requirements unless we expressly agree in writing to monitor a specific deadline.

The client must provide the date of default, charge-off date, last payment date, last transaction date, invoice date, maturity date, acceleration date, judgment date, renewal date, and any tolling, payment, acknowledgment, dispute, or bankruptcy information relevant to limitation periods. We may decline to send a demand letter or may require additional disclosures if the debt may be time-barred or if the legal status of the claim is uncertain.

8. Review, Approval, and Sending of Demand Letter

The client must review the demand letter for factual accuracy before it is sent. The client is responsible for confirming debtor identity, amount claimed, account information, payment instructions, deadlines stated in the letter, settlement authority, and any business terms. We will not send a demand letter until an authorized client representative approves the final version unless the client has given written authority for us to send the letter without further approval.

If the client sends the demand letter itself after our review, the client is responsible for the method of delivery, proof of mailing or transmission, timing, recipient address, compliance with applicable communication restrictions, and any follow-up communications. Unless we expressly agree otherwise, we are not responsible for letters modified by the client after our review.

9. Settlement Authority and Payment Communications

Unless expressly included in the limited scope, we are not responsible for negotiating settlement, accepting payment, monitoring payment plans, preparing releases, dismissals, satisfactions, or tax forms, or advising about credit reporting. If the client wants us to communicate about settlement after the demand letter is sent, the client must provide written settlement authority, minimum acceptable terms, payment-plan parameters, release requirements, account-coding instructions, and remittance instructions.

10. Responses, Disputes, and Follow-Up

If we receive a response to the demand letter within the agreed response period, we will forward it to the client and, if included in the scope, provide limited advice about next steps. A debtor response, dispute, request for validation, attorney representation notice, cease-communication request, bankruptcy notice, payment, settlement proposal, complaint, counterclaim, regulatory inquiry, or threat of litigation may require additional work outside this limited engagement. Unless separately agreed in writing, we are not responsible for responding to those communications or taking further action.

11. Bankruptcy, Automatic Stay, and Collection Holds

If the client learns that a debtor, co-debtor, guarantor, or related party has filed bankruptcy or may be subject to an automatic stay, the client must notify us immediately and stop collection activity until appropriate legal guidance is provided. Unless bankruptcy creditor representation is expressly included in writing, we are not responsible for filing proofs of claim, monitoring bankruptcy dockets, seeking stay relief, defending preference claims, objecting to discharge, or handling bankruptcy-related litigation.

12. Communications, Confidentiality, and Privilege

We will communicate with authorized client representatives through [email / client portal / telephone / mail / secure messaging] at the contact information provided. The client is responsible for ensuring that privileged or confidential communications are shared only with appropriate persons who need the information for client purposes. Forwarding legal advice or demand letter drafts to affiliates, servicers, collection agencies, debt buyers, insurers, accountants, auditors, vendors, investors, or other third parties may waive or compromise confidentiality or privilege unless appropriate protections are in place.

13. Conflicts of Interest

We have conducted a preliminary conflict check based on the information provided by the client. The client agrees to promptly provide the names of all relevant parties, including debtors, co-debtors, guarantors, spouses, owners, business entities, affiliates, assignors, assignees, servicers, collection agencies, insurers, opposing counsel, witnesses, employers, banks, lienholders, landlords, tenants, vendors, and other persons or entities involved in the matter. If a conflict or material limitation arises, we will inform the client and take appropriate action consistent with applicable professional rules.

14. No Guarantee of Response, Payment, or Outcome

We will use our professional judgment and reasonable efforts within the limited scope of this engagement. However, a demand letter may not produce a response, payment, settlement, admission, or preservation of rights. Outcomes depend on many facts and legal considerations, including debtor assets, defenses, disputes, documentation, limitation periods, bankruptcy, competing creditors, settlement dynamics, and applicable law. We have not made and cannot make any promise or guarantee about recovery, timing, collectability, response, settlement, litigation outcome, attorney-fee recovery, cost recovery, or any other result.

15. Fees, Retainer, Billing, and Costs

Our fees for this limited-scope demand letter engagement will be billed as follows: [flat fee / hourly / hybrid arrangement]. If flat fee, the fee covers only the specific demand letter services identified in this letter. If hourly, the current hourly rates are: [Attorney Name] — $[amount]/hour; [Associate Attorney Name] — $[amount]/hour; [Paralegal Name] — $[amount]/hour; and other timekeepers at their customary rates. Time may be billed in increments of [0.1 hour / 0.25 hour].

You agree to pay an advance fee deposit, retainer, flat fee, or cost deposit of $[amount]. Unless applicable law or a written agreement provides otherwise, any advance fee deposit will be deposited into the firm's client trust account and applied to fees and costs as they are earned or incurred. If the matter expands beyond the limited demand letter scope, including additional review, negotiation, consumer-dispute response, litigation, settlement documentation, or post-demand follow-up, we may require a separate written agreement or additional payment before performing that work.

The client is responsible for all costs and expenses incurred in connection with the limited services, including certified mail, courier, service, records retrieval, lien searches, UCC searches, skip tracing if expressly approved, copying, electronic filing or transmission charges, outside counsel, and other third-party charges. We may require advance payment before incurring costs.

16. Withdrawal, Termination, and End of Limited Representation

The client may terminate this limited engagement at any time by written notice. We may withdraw or decline to send a demand letter with the client's consent or as permitted or required by applicable law and professional rules, including for nonpayment, failure to provide complete or truthful information, inadequate documentation, consumer-compliance concerns, unsupported debt classification, potential time-barred debt issues, bankruptcy concerns, conflict of interest, improper collection instructions, breakdown in communication, or other good cause.

Unless terminated earlier, our limited representation will end when the demand letter is prepared, sent if sending is included, the agreed response period expires, any included follow-up consultation is completed, or when we send a closing communication, whichever occurs first. After the limited representation ends, we will have no duty to monitor deadlines, pursue collection, respond to debtor communications, file suit, negotiate, enforce payment, or take further action unless we enter into a new written agreement.

17. File Handling
At the conclusion of the limited representation, we will retain or dispose of the file in accordance with our file retention policy and applicable law. The client should request copies of any documents it wants to keep. Original documents, if any, will be returned or handled as required by law and firm policy.

18. Acknowledgment and Agreement
By signing below, the client acknowledges that it has read this engagement letter, understands that the firm is being retained only for limited demand letter services, understands that the firm is not responsible for litigation, deadlines, collection follow-up, payment monitoring, enforcement, bankruptcy, or other excluded work unless separately agreed in writing, has had an opportunity to ask questions, and agrees to retain [Law Firm Name] on the terms stated above. This letter, together with any attached fee schedule, work order, demand letter approval, client certification, or written amendment, constitutes our agreement regarding this limited-scope demand letter engagement.

Full-Scope Criminal Defense Engagement Letter

Re: Engagement for Full-Scope Criminal Defense Representation — [Court / Case Number / Charge(s) / Investigation or Arrest Date]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with your criminal matter. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope of services we will provide, explains our fees and billing practices, and sets out your responsibilities as our client. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This full-scope criminal defense engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this criminal defense representation unless this letter, a court filing, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the criminal-defense-scope, client-authority, plea, trial, sentencing, evidence-preservation, law-enforcement-communication, custody, bond, release-condition, discovery, investigation, expert, collateral-consequence, third-party-payment, and court-proceeding provisions in this letter control.]

1. Matter and Scope of Representation

You have retained us to provide full-scope criminal defense representation in connection with **[describe court, case number, charge(s), citation, indictment, information, complaint, or investigation]**. Unless otherwise stated in writing, our representation is limited to the trial-court criminal matter identified above.

Our services may include, as applicable, reviewing charging documents, meeting with you, communicating with prosecutors and court personnel, entering an appearance, reviewing discovery, investigating facts, interviewing witnesses when appropriate, evaluating legal defenses, advising you regarding rights and options, filing and arguing pretrial motions, negotiating with the prosecution, advising on plea offers, preparing for hearings, preparing for trial, representing you at bench or jury trial, representing you at sentencing if the case proceeds to sentencing in the trial court, and assisting with entry of final trial-court orders.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, or flat fee is received and cleared. We will not be responsible for taking action, preserving deadlines, appearing in court, contacting prosecutors, obtaining discovery, or communicating with law enforcement before that time unless we expressly agree in writing.

2. Client Authority and Major Decisions

We will advise you about legal options, risks, procedures, strategy, plea negotiations, trial rights, sentencing exposure, and collateral consequences when reasonably apparent. You will make the major decisions that belong to the client, including what plea to enter, whether to accept or reject a plea offer, whether to waive a jury trial, and whether to testify. We will make professional judgments about legal tactics, investigation, motions, communications, scheduling, and trial strategy while keeping you reasonably informed and consulting with you as appropriate.

3. Communications with Law Enforcement, Witnesses, and Others
You should not speak with law enforcement, prosecutors, investigators, alleged victims, co-defendants, witnesses, or media about the facts of the case without first consulting us. You should not ask anyone to change testimony, avoid court, destroy evidence, withhold information, or communicate in a way that could be viewed as intimidation, obstruction, retaliation, witness tampering, or violation of a no-contact order.

4. Evidence Preservation and Client Conduct
You agree not to destroy, alter, conceal, delete, fabricate, or fail to preserve potentially relevant evidence, including texts, emails, social media posts, photographs, videos, recordings, financial records, location data, device data, vehicle data, surveillance footage, documents, clothing, physical objects, or electronically stored information. Before deleting content, repairing or replacing devices, contacting witnesses, posting online, traveling, surrendering firearms, disposing of property, or taking any action that may affect evidence or release conditions, you should consult us.

5. Custody, Bond, and Release Conditions
If you are in custody or subject to bond, pretrial release, supervision, electronic monitoring, travel restrictions, no-contact orders, substance testing, firearm restrictions, or other conditions, you must comply with those conditions unless and until the court changes them. We may seek bond review, modification, or other relief when appropriate, but we cannot guarantee release, reduced bond, modified conditions, or avoidance of detention.

6. Discovery, Investigation, and Experts
Discovery and investigation may include police reports, body-camera footage, dash-camera footage, surveillance video, lab reports, forensic evidence, medical records, digital evidence, witness statements, expert reports, and other materials. We will review available discovery and determine what investigation is appropriate. Your case may require investigators, forensic experts, interpreters, mitigation specialists, substance-use evaluators, mental health professionals, or other professionals. Unless otherwise agreed, you are responsible for their fees and costs.

7. Collateral Consequences
A criminal case may have consequences beyond the sentence imposed by the court, including immigration consequences, firearm restrictions, driver’s license consequences, professional licensing consequences, employment consequences, housing consequences, education consequences, public benefits consequences, registration requirements, civil protective orders, civil liability, or effects on family law matters. We will discuss collateral consequences that are reasonably apparent within the scope of our criminal defense representation, but specialized advice from immigration, licensing, tax, employment, family law, or other counsel may be necessary and is not included unless separately agreed in writing.

8. Conflicts of Interest
We have conducted a preliminary conflict check based on the information you provided. You agree to promptly provide the names of all relevant parties, including co-defendants, witnesses, alleged victims, law enforcement officers, prosecutors, employers, family members involved in payment or facts, sureties, experts, and others connected to the matter. If we later discover a conflict of interest or a material limitation on our ability to represent you, we will inform you and take appropriate action consistent with applicable professional rules.

Pre-Charge or Investigation-Stage Criminal Defense Engagement Letter

Re: Engagement for Pre-Charge or Investigation-Stage Criminal Defense Representation — [Agency / Prosecutor / Matter / Investigation / Subpoena / Target Letter / Incident Date]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with a criminal investigation or potential criminal matter before formal charges have been filed. This engagement letter confirms the terms of our representation, identifies who our client is, describes the limited pre-charge or investigation-stage scope of services, explains our fees and billing practices, and sets out your responsibilities as our client. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This pre-charge or investigation-stage criminal defense engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this pre-charge or investigation-stage representation unless this letter, a subpoena response agreement, proffer or interview agreement, fee agreement, or written amendment provides a more specific or different term. To the extent there is any inconsistency, the investigation-stage-scope, law-enforcement-contact, prosecutor-contact, subpoena, target-letter, search-warrant, interview, proffer, cooperation, immunity, evidence-preservation, collateral-consequence, third-party-payment, and investigation-closing provisions in this letter control.]

1. Matter and Scope of Pre-Charge Representation

You have retained us to provide legal representation in connection with **[describe investigation, agency, prosecutor, incident, subpoena, target letter, search warrant, witness interview, or subject matter]**. This engagement is limited to representation during the pre-charge, pre-indictment, investigation, subpoena-response, or law-enforcement-contact stage. Unless we agree otherwise in writing, our representation does not automatically include representation if formal criminal charges, an indictment, an information, a complaint, a citation, or a probation or parole violation is filed.

Our services may include, as applicable, meeting with you, gathering background information, communicating with law enforcement or prosecutors, determining whether you are being treated as a witness, subject, target, suspect, or potential defendant, advising you regarding your rights and obligations, responding to subpoenas or requests for information, reviewing search warrant or seizure issues, preserving potentially relevant evidence, evaluating possible defenses and exposure, preparing for interviews or testimony, advising about whether to speak with investigators, negotiating the terms of any interview or proffer, presenting information to prosecutors, and seeking to prevent or narrow potential charges when appropriate.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, or flat fee is received and cleared. We will not be responsible for taking action, preserving deadlines, responding to subpoenas, contacting prosecutors, communicating with law enforcement, or appearing with you before that time unless we expressly agree in writing.

2. Law Enforcement, Prosecutor, and Investigator Contacts

You should not speak with law enforcement officers, prosecutors, agents, investigators, regulatory authorities, alleged victims, witnesses, co-suspects, co-defendants, employers, media, or other third parties about the facts of the matter without first consulting us. Even informal conversations may affect your legal rights, create inconsistent statements, waive protections, or increase criminal, civil, employment, licensing, immigration, or reputational risk.

If investigators contact you directly, ask for the investigator's name, agency, contact information, and purpose of contact, but do not discuss the facts before speaking with us. If you are detained, arrested, served with a warrant, or presented with a subpoena or request for consent to search, contact us as soon as safely possible.

3. Subpoenas, Target Letters, Search Warrants, and Requests for Information
If you receive a subpoena, target letter, subject letter, witness letter, search warrant, preservation request, interview request, document request, or other investigative communication, you must send it to us immediately. These materials may involve strict deadlines, duties to preserve records, possible privilege issues, Fifth Amendment concerns, and strategic decisions about whether and how to respond. We are not responsible for deadlines, subpoenas, search warrants, or requests you do not provide to us in time for reasonable action.

Depending on the circumstances, we may contact the government or requesting authority, seek clarification about your status and the scope of the investigation, negotiate timing and scope, assert applicable privileges, object to overbroad or improper requests, advise you about testimony, prepare you for lawful testimony, or recommend other appropriate action. Compliance obligations may be mandatory, and failure to respond properly can create additional legal risk.

4. Interviews, Proffers, Cooperation, and Immunity Discussions
During an investigation, the government may request an interview, proffer, cooperation meeting, or testimony. You should not agree to any interview, proffer, cooperation discussion, immunity discussion, or testimony without first consulting us. Proffer agreements and cooperation discussions can carry significant risks and may allow statements or derivative information to be used in certain ways. We will advise you about the risks and possible benefits of any proposed interview, proffer, cooperation, immunity, or testimony arrangement before you decide whether to proceed.

5. Evidence Preservation and Client Conduct
You agree not to destroy, alter, conceal, delete, fabricate, move, transfer, or fail to preserve potentially relevant evidence, including texts, emails, social media posts, photographs, videos, recordings, financial records, business records, location data, device data, vehicle data, surveillance footage, documents, clothing, physical objects, electronically stored information, cloud data, passwords, or access logs. Before deleting content, repairing or replacing devices, changing passwords, contacting witnesses, posting online, traveling, transferring funds, disposing of property, or taking any action that may affect evidence, you should consult us.

You should not ask anyone to change testimony, avoid investigators, destroy evidence, withhold documents, create false records, coordinate stories, or communicate in a way that could be viewed as obstruction, witness tampering, retaliation, intimidation, or concealment.

6. Collateral Consequences
A criminal investigation may have consequences beyond possible charges, including immigration consequences, firearm restrictions, driver's license consequences, professional licensing consequences, employment consequences, housing consequences, education consequences, public

benefits consequences, registration issues, civil protective orders, civil liability, civil forfeiture, tax exposure, business consequences, or effects on family law matters. We will discuss collateral consequences that are reasonably apparent within the scope of this pre-charge representation, but specialized advice from immigration, licensing, tax, employment, family law, civil, or other counsel may be necessary and is not included unless separately agreed in writing.

7. Conflicts of Interest

We have conducted a preliminary conflict check based on the information you provided. You agree to promptly provide the names of all relevant parties, including co-suspects, co-defendants, witnesses, alleged victims, law enforcement officers, prosecutors, agents, employers, employees, business entities, family members involved in payment or facts, sureties, experts, and others connected to the investigation. If we later discover a conflict of interest or a material limitation on our ability to represent you, we will inform you and take appropriate action consistent with applicable professional rules.

Limited-Scope Criminal Defense Engagement Letter

Re: Engagement for Limited-Scope Criminal Defense Representation — [Consultation / Discovery Review / Plea Advice / Bond Hearing / Motion / Court Appearance / Sentencing / Other Limited Task]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to assist you with a limited portion of your criminal matter. This letter confirms that we are not being retained to handle the entire criminal case unless we later agree in writing. Our representation is limited to the specific services identified below, and you remain responsible for all other parts of the matter.

[Basic Engagement Letter Clauses]

[This limited-scope criminal defense engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this limited criminal defense representation unless this letter, a limited-appearance filing, a task-specific work order, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the limited-scope, task-allocation, limited-appearance, client-responsibility, court-filing, withdrawal, client-authority, evidence-preservation, law-enforcement-communication, custody, bond, release-condition, collateral-consequence, and end-of-limited-representation provisions in this letter control.]

1. Limited Scope of Representation

You have retained us to provide only the following limited legal services in connection with **[describe criminal matter, court, case number, charge, citation, investigation, or proceeding]**:

- [One-time consultation and legal advice regarding specific criminal issues]
- [Review of charging documents, police reports, discovery, plea offer, bond paperwork, probation documents, or court orders]
- [Preparation or review of a specified motion, pleading, memorandum, mitigation submission, or correspondence]
- [Advice regarding a specific plea offer, sentencing exposure, diversion option, supervision option, or deferred prosecution proposal]
- [Preparation for a specific hearing, interview, proffer, sentencing, violation hearing, or court appearance]
- [Limited appearance for a specified date, courtroom, hearing, motion, bond review, plea setting, sentencing, or other proceeding]
- [Negotiation or communication with prosecutor limited to a specified issue or time period]
- [Other specific task: describe in detail]

Our representation is limited to the services listed above. We are not responsible for any task, deadline, filing, court appearance, investigation, discovery request, plea deadline, sentencing submission, witness communication, preservation issue, appeal deadline, or legal issue that is not expressly included in this letter.

2. Client Responsibilities for All Other Work

Because this is a limited-scope engagement, you remain responsible for every part of your criminal matter that we have not expressly agreed to handle. Your responsibilities may include tracking court dates and deadlines, appearing in court, responding to court notices, complying with bond or release conditions, preserving evidence, reviewing discovery, communicating with appointed or other counsel if any, filing documents, serving documents, responding to subpoenas or discovery obligations, preparing for hearings, communicating with court personnel when appropriate, and protecting your legal rights.

You understand that missing a deadline, failing to appear in court, violating release conditions, failing to respond to a subpoena, failing to preserve evidence, or failing to comply with a court order can seriously affect your rights and may result in arrest, bond revocation, additional charges, default orders, forfeiture, or other consequences. Unless a specific task is listed as our responsibility in this letter, you are responsible for completing it.

3. Task Allocation Checklist
The following checklist identifies who is responsible for common tasks. Items not checked or not specifically assigned to the firm remain your responsibility.

Task	Firm Responsible	Client Responsible	Notes / Limits
Track court dates, filing deadlines, and plea deadlines	[ ]	[ ]	[Describe]
Enter appearance or limited appearance	[ ]	[ ]	[Describe court/date/scope]
Review charging documents and court orders	[ ]	[ ]	[Describe documents]
Review discovery or police reports	[ ]	[ ]	[Describe materials]
Prepare or review specified motion or pleading	[ ]	[ ]	[Describe motion]
Communicate with prosecutor or law enforcement	[ ]	[ ]	[Describe issue and time period]
Prepare for plea, hearing, interview, or sentencing	[ ]	[ ]	[Describe proceeding]
Appear in court	[ ]	[ ]	[Date, courtroom, judge, motion, or hearing only]
Preserve evidence and provide documents	[ ]	[ ]	[Describe materials]
Handle appeal, post-conviction, or expungement issues	[ ]	[ ]	[Usually excluded unless specifically included]

4. Limited Appearance, Court Filings, and Withdrawal
If our limited representation requires a court appearance or filing, we will discuss whether an appearance, limited appearance, motion, notice, or other filing is required under applicable court rules. If we file a limited appearance, our role will be limited to the specific proceeding, issue, or date identified in that filing. After the limited task is completed, you agree that we may withdraw or terminate the limited appearance as permitted by applicable rules and court approval when required.

Unless we file an appearance or otherwise agree in writing, you remain responsible for receiving court notices, monitoring the docket, appearing in court, complying with court orders and release conditions, and ensuring that the court and other parties have your correct contact information.

5. Client Authority and Major Decisions
Even in a limited-scope engagement, you retain authority over the major decisions that belong to the client. We will advise you within the limited scope of this representation, but you will decide what plea to enter, whether to accept or reject a plea offer, whether to waive a jury trial, and whether to testify. We will not make those decisions for you, and no third-party payor may make those decisions for you.

6. Informed Consent to Limited Representation
You acknowledge that we have explained the difference between full criminal defense representation and limited-scope representation. You understand that limited-scope representation may reduce legal fees but may require you to perform important tasks yourself or with other counsel. You understand that the limitation on our representation must be reasonable under the circumstances and that you are giving informed consent to that limitation by signing this letter.

7. Law Enforcement, Witnesses, and Client Conduct
Unless the limited task specifically includes advice about a communication, you should not speak with law enforcement, prosecutors, investigators, alleged victims, co-defendants, witnesses, or media about the facts of the case without first consulting qualified counsel. You should not ask anyone to change testimony, avoid court, destroy evidence, withhold information, or communicate in a way that could be viewed as intimidation, obstruction, retaliation, witness tampering, or violation of a no-contact order.

8. Evidence Preservation
You agree not to destroy, alter, conceal, delete, fabricate, or fail to preserve potentially relevant evidence, including texts, emails, social media posts, photographs, videos, recordings, financial records, location data, device data, vehicle data, surveillance footage, documents, clothing, physical objects, or electronically stored information. Before deleting content, repairing or replacing devices, contacting witnesses, posting online, traveling, surrendering firearms, disposing of property, or taking any action that may affect evidence or release conditions, you should consult qualified counsel.

9. Custody, Bond, and Release Conditions
If you are in custody or subject to bond, pretrial release, supervision, electronic monitoring, travel restrictions, no-contact orders, substance testing, firearm restrictions, or other conditions, you must comply with those conditions unless and until the court changes them. Unless the limited task specifically includes bond review or release-condition work, we are not responsible for seeking release, reduced bond, modified conditions, or relief from detention.

10. Collateral Consequences
A criminal matter may have consequences beyond the immediate limited task, including immigration consequences, firearm restrictions, driver’s license consequences, professional licensing consequences, employment consequences, housing consequences, education consequences, public benefits consequences, registration requirements, civil protective orders, civil liability, or effects on family law matters. We will discuss collateral consequences that are reasonably apparent within the limited scope of this engagement, but specialized advice from immigration, licensing, tax, employment, family law, civil, or other counsel may be necessary and is not included unless separately agreed in writing.

Full-Scope Divorce or Parentage Representation Engagement Letter

Re: Engagement for Full-Scope Family Law Representation — [Divorce / Parentage / Allocation of Parental Responsibilities / Child Support / Related Family Law Matter]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with your family law matter. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope of services we will provide, explains our fees and billing practices, and sets out your responsibilities as our client. Please read this letter carefully. If you have any questions, ask us before signing.

[Basic Engagement Letter Clauses]

[This full-scope divorce or parentage representation engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this family law representation unless this letter, a court filing, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the family-law-scope, financial-disclosure, parenting, support, maintenance, property-division, evidence-preservation, communication, settlement, decision-making, expert, court-proceeding, and family-law-closing provisions in this letter control.]

1. Matter and Scope of Representation

You have retained us to provide full-scope legal representation in connection with **[describe matter]**, including, as applicable, dissolution of marriage, legal separation, parentage, allocation of parental responsibilities, parenting time, decision-making responsibility, child support, maintenance or spousal support, property division, debt allocation, financial disclosure, discovery, settlement negotiations, mediation preparation and participation, temporary orders, pretrial proceedings, trial preparation, trial, and entry of final orders or judgment in the trial court.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit or retainer is received and cleared. We will not be responsible for taking action, preserving deadlines, filing pleadings, appearing in court, or communicating with opposing counsel before that time unless we expressly agree in writing.

You also agree not to destroy, alter, conceal, delete, or fail to preserve potentially relevant evidence, including texts, emails, photographs, social media posts, financial records, location data, calendars, recordings, electronic files, and device data. Before recording conversations, accessing another person's accounts, tracking location, reviewing shared devices, changing passwords, moving funds, relocating with a child, or taking any action that may affect parenting or property rights, you should consult us.

We strive to respond to non-emergency communications within a reasonable time. Family law matters can involve urgent issues, but not every communication can be addressed immediately. If there is an emergency involving immediate risk of harm, child safety, domestic violence, or criminal conduct, call 911 or appropriate emergency services first, then notify us as soon as practicable.

2. Strategy, Settlement, and Decision-Making
We will advise you about legal options, risks, procedures, strategy, and settlement opportunities. You will make the major decisions affecting the objectives of the representation, including whether to accept or reject a settlement proposal. We will make professional judgments about legal tactics, scheduling, drafting, research, communications, and procedural matters, while keeping you reasonably informed and consulting with you as appropriate.

3. Experts and Other Professionals
Your case may require assistance from outside professionals, such as forensic accountants, business valuators, real estate appraisers, custody evaluators, therapists, parenting coordinators, vocational experts, QDRO preparers, tax professionals, or financial planners. We will discuss the need for such professionals with you when appropriate. Unless otherwise agreed, you are responsible for their fees and costs.

4. Financial Disclosure and Discovery
Family law matters often require complete, accurate, and continuing financial disclosure. You are responsible for providing truthful and timely information about income, employment, benefits, assets, debts, expenses, tax returns, bank accounts, retirement accounts, business interests, real estate, personal property, insurance, loans, credit cards, transfers, gifts, inheritances, trusts, cryptocurrency, digital assets, and any other financial information requested by us, the court, the other party, or applicable rules. We rely on the information you provide and are not responsible for undisclosed assets, omitted debts, inaccurate values, incomplete income information, hidden transfers, or facts you do not provide in time for reasonable action.

5. Parenting Issues, Parenting Time, and Decision-Making Responsibility
If the matter involves children, parenting time, allocation of parental responsibilities, decision-making authority, relocation, school issues, medical issues, extracurricular activities, communication, exchanges, holidays, transportation, or other child-related matters, the court may consider the child's best interests and other legally relevant factors. We will advise you about legal standards and options, but you remain responsible for providing complete information about the children's needs, schedules, care arrangements, safety concerns, school and medical issues, and any facts that may affect parenting decisions. You should not relocate with a child, withhold parenting time, change school or medical arrangements, record or involve children in disputes, or make significant child-related decisions affecting the case without first consulting us, unless immediate safety requires emergency action.

6. Child Support, Maintenance, and Financial Obligations
Child support, maintenance, spousal support, contribution to expenses, health insurance, uncovered medical expenses, childcare, extracurricular expenses, educational expenses, tax exemptions, and related financial obligations may depend on income, parenting time, statutory guidelines, court discretion, evidence, and changed circumstances. You must promptly provide income information, pay records, tax returns, benefit information, employment changes, business income, unemployment, disability, bonuses, commissions, overtime, cash income, expense records, support-payment history, and any court orders or agreements affecting support. We cannot guarantee any support amount, maintenance amount, duration, modification, enforcement result, tax result, or fee award.

7. Property Division, Debt Allocation, and Asset Transfers
Property division and debt allocation may involve marital property, nonmarital or separate property, retirement accounts, pensions, business interests, professional practices, real estate, vehicles, bank

accounts, investments, personal property, tax refunds, inheritances, gifts, trusts, dissipation claims, reimbursement claims, liens, mortgages, credit cards, loans, and other obligations. You must not sell, transfer, withdraw, borrow against, conceal, destroy, retitle, encumber, or dispose of property, accounts, funds, or records without first consulting us, except for ordinary living expenses or as permitted by court order or written agreement. Valuation, tax, accounting, and transfer issues may require outside professionals.

8. Evidence Preservation and Client Conduct
You must preserve potentially relevant evidence and conduct yourself in a manner that does not harm your case. This includes preserving texts, emails, photographs, videos, social media posts, calendars, financial records, payment records, school records, medical records, location data, recordings, electronic files, device data, and communications with the other party. You should avoid hostile, threatening, excessive, misleading, or unclear communications; avoid posting about the case online; avoid involving children in adult disputes; and consult us before recording conversations, accessing accounts, reviewing shared devices, changing passwords, tracking location, moving funds, or taking action that may affect parenting, property, support, or credibility.

9. Communications, Emergencies, and Safety Issues
We will communicate with you through [email / client portal / telephone / mail / secure messaging] at the contact information you provide. You are responsible for checking communications regularly, responding promptly, updating your contact information, and telling us if the other party or anyone else may have access to your phone, email, devices, accounts, mail, or communications. If there is an emergency involving immediate risk of harm, child safety, domestic violence, stalking, harassment, criminal conduct, or a need for urgent protection, call 911 or appropriate emergency services first, then notify us as soon as practicable. We may assist with emergency legal relief when appropriate and within the agreed scope, but we cannot guarantee immediate court action, protection orders, emergency custody relief, or any specific outcome.

10. Court Proceedings, Hearings, Mediation, and Trial
Full-scope representation may involve pleadings, court conferences, temporary relief, discovery, subpoenas, depositions, mediation, settlement conferences, pretrial proceedings, evidentiary hearings, trial preparation, trial, and entry of final orders or judgment in the trial court. You must attend meetings, mediation, depositions, hearings, trial, and other required events; review pleadings, disclosures, affidavits, settlement proposals, and testimony for accuracy; and provide timely authority for settlement or litigation decisions. Court outcomes depend on evidence, credibility, legal standards, judicial discretion, party conduct, and facts developed during the case. Appeals, post-judgment enforcement, modification proceedings, contempt proceedings, and QDRO or transfer implementation are not included unless expressly agreed in writing.

11. Services Not Included Unless Separately Agreed
Unless we agree otherwise in a separate written engagement agreement or written amendment, this representation does not include appeals, post-decree or post-judgment matters, enforcement proceedings after final judgment, contempt proceedings after final judgment, QDRO preparation or implementation, retirement-plan administration, tax return preparation, accounting services, bankruptcy, criminal defense, immigration advice, estate planning, real estate sale or closing services, business valuation services, financial planning, therapy, parenting coordination, guardian ad litem services, mediation services as a neutral, public-relations advice, or representation in any matter not specifically described in this letter.

12. No Guarantee of Outcome

We will use our professional judgment and reasonable efforts on your behalf. However, family law outcomes depend on many facts and legal considerations, including court rulings, statutory standards, judicial discretion, evidence, witness credibility, financial information, parenting facts, expert opinions, settlement dynamics, costs, timing, and the conduct of the parties. We have not made and cannot make any promise or guarantee about parenting time, decision-making responsibility, support, maintenance, property division, debt allocation, attorney fee awards, settlement, trial result, timing, cost, or any other outcome.

13. Withdrawal, Termination, and Family-Law Closing

You may terminate our representation at any time by written notice, subject to court approval if we have appeared in the case. We may withdraw from representation with your consent or as permitted or required by applicable law, court rules, and professional rules, including for nonpayment, failure to replenish the retainer, failure to cooperate, failure to provide complete or truthful information, failure to preserve evidence, conflict of interest, disagreement about strategy, breakdown in communication, or other good cause. Unless terminated earlier, our representation will conclude when the trial-court family law matter identified in this letter is resolved by final order, judgment, settlement, dismissal, or other final trial-court disposition and ordinary case-closing tasks within the agreed scope are completed, or when we send a closing communication, whichever occurs first.

14. Acknowledgment and Agreement

By signing below, you acknowledge that you have read this engagement letter, understand its terms, understand the scope and limits of our full-scope family law representation, understand your duties to provide complete and accurate information, preserve evidence, communicate promptly, comply with court orders, and make major decisions affecting the objectives of the representation, have had an opportunity to ask questions, and agree to retain [Law Firm Name] on the terms stated above. This letter, together with any attached fee agreement, court filing, conflict waiver, written amendment, or other incorporated document, constitutes our agreement regarding this representation.

Limited-Scope or Unbundled Family Law Representation Engagement Letter

Re: Engagement for Limited-Scope Family Law Representation — [Divorce / Parentage / Parenting Time / Child Support / Maintenance / Property Division / Mediation / Hearing / Document Review / Other Limited Task]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to assist you with a limited portion of your family law matter. This letter confirms that we are not being retained to handle your entire case. Instead, our representation is limited to the specific services identified below. You will remain responsible for all other parts of your case unless we later agree in writing to expand the scope of our representation.

[Basic Engagement Letter Clauses]

[This limited-scope or unbundled family law engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this limited family law representation unless this letter, a limited-appearance filing, a task-allocation checklist, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the limited-scope, task-allocation, client-responsibility, limited-appearance, court-filing, withdrawal, informed-consent, communication, evidence-preservation, parenting, financial-disclosure, settlement, and end-of-limited-representation provisions in this letter control.]

1. Limited Scope of Representation

You have retained us to provide only the following limited legal services in connection with **[describe case or matter]**:

- [Initial consultation and legal advice regarding specific issues]
- [Review of pleadings, orders, financial disclosures, parenting plan, settlement proposal, or other documents]
- [Preparation or drafting of specified pleadings, motions, affidavits, financial disclosures, parenting plan, settlement agreement, or correspondence]
- [Coaching or preparation for mediation, settlement conference, case management conference, pretrial conference, or hearing]
- [Negotiation or communication with opposing counsel limited to specified issue or time period]
- [Limited court appearance for specified date, hearing, motion, or proceeding]
- [Other specific task: describe in detail]

Our representation is limited to the services listed above. We are not responsible for any task, deadline, filing, court appearance, discovery obligation, negotiation, communication, investigation, evidence preservation step, or legal issue that is not expressly included in this letter.

2. Client Responsibilities for All Other Work

Because this is a limited-scope engagement, you remain responsible for every part of your case that we have not expressly agreed to handle. Your responsibilities may include identifying and tracking deadlines, filing documents, serving documents, responding to discovery, gathering evidence, preparing for hearings, appearing in court, communicating with the clerk, communicating with the other party or opposing counsel unless prohibited, updating your address and contact information, complying with court orders, and protecting your legal rights.

You understand that missing a deadline, failing to file or serve a document, failing to appear in court, failing to respond to discovery, or failing to comply with a court order can seriously affect your rights. Unless a specific task is listed as our responsibility in this letter, you are responsible for completing it.

3. Task Allocation Checklist
The following checklist identifies who is responsible for common tasks. Items not checked or not specifically assigned to the firm remain your responsibility.

Task	Firm Responsible	Client Responsible	Notes / Limits
Track court dates and deadlines	[ ]	[ ]	[Describe]
Prepare specified pleading or motion	[ ]	[ ]	[Describe document]
File documents with the court	[ ]	[ ]	[Describe]
Serve documents on other party or counsel	[ ]	[ ]	[Describe]
Review documents received from other party	[ ]	[ ]	[Describe]
Prepare financial disclosure or discovery responses	[ ]	[ ]	[Describe]
Communicate with opposing counsel	[ ]	[ ]	[Describe issue and time period]
Attend mediation or settlement conference	[ ]	[ ]	[Describe]
Appear in court	[ ]	[ ]	[Date, courtroom, motion, or hearing only]
Prepare for trial or evidentiary hearing	[ ]	[ ]	[Describe]

4. Limited Appearance, Court Filings, and Withdrawal
If our limited representation requires a court appearance or filing, we will discuss whether a limited appearance, notice, pleading signature, or other filing is required under the applicable court rules. If we file a limited appearance, our role will be limited to the specific proceeding, issue, or date identified in that filing. After the limited task is completed, you agree that we may withdraw or terminate the limited appearance as permitted by applicable rules, including by oral motion or written notice when allowed.

Unless we file an appearance or otherwise agree in writing, you remain responsible for receiving court notices, monitoring the case docket, appearing in court, and ensuring that the court and other parties have your correct contact information.

5. Informed Consent to Limited Representation
You acknowledge that we have explained the difference between full representation and limited-scope representation. You understand that limited-scope representation may reduce legal fees but may also require you to perform important legal tasks yourself. You understand that the limitation on our representation must be reasonable under the circumstances and that you are giving informed consent to that limitation by signing this letter.

Because our role is limited, you should not assume that we are monitoring your case or taking action unless the task is specifically included in this letter. If you receive a notice, order, pleading, discovery request, settlement proposal, or other communication that may affect your rights, you should promptly review it and ask whether it falls within the limited services we agreed to provide.

6. Evidence Preservation and Client Conduct

You agree not to destroy, alter, conceal, delete, or fail to preserve potentially relevant evidence, including texts, emails, photographs, social media posts, financial records, location data, calendars, recordings, electronic files, and device data. Before recording conversations, accessing another person's accounts, tracking location, reviewing shared devices, changing passwords, moving funds, relocating with a child, or taking any action that may affect parenting or property rights, you should consult us or another lawyer.

Collaborative Divorce Engagement Letter

Re: Engagement for Collaborative Divorce Representation — [Dissolution of Marriage / Legal Separation / Parenting / Support / Property Division / Related Family Law Matter]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in a collaborative divorce matter. This engagement letter confirms the terms of our attorney-client relationship and explains the special features, benefits, limits, and risks of the collaborative process. Please read this letter carefully. If you have any questions, ask us before signing.

[Basic Engagement Letter Clauses]

[This collaborative divorce engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this collaborative divorce representation unless this letter, the collaborative participation agreement, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the collaborative-process, participation-agreement, no-contested-litigation, disqualification, disclosure, neutral-professional, communication, safety, settlement, termination, and collaborative-closing provisions in this letter or the participation agreement control.]

1. Collaborative Process and Scope of Representation

You have retained us to represent you in connection with the collaborative resolution of **[describe matter]**. The collaborative process is a voluntary, non-adversarial process intended to help the parties resolve divorce and related family law issues through good-faith negotiation, full disclosure, respectful communication, and problem-solving rather than contested litigation.

Our role is to advise you, protect your legal interests, help you understand your rights and options, prepare you for collaborative meetings, negotiate on your behalf within the collaborative process, review and draft settlement terms, and assist with preparation of agreed documents needed to complete an uncontested divorce or other agreed family law resolution.

2. Participation Agreement

The collaborative process ordinarily requires the parties, their lawyers, and any collaborative professionals to sign a separate collaborative participation agreement. That agreement will govern the structure of the process, including meeting protocols, disclosure obligations, confidentiality, use of neutral professionals, termination of the process, and the disqualification of collaborative lawyers if the process ends without settlement. This engagement letter does not replace the participation agreement; both documents should be read together.

3. Commitment to No Contested Litigation During the Collaborative Process

By choosing collaborative divorce, you are agreeing to make a good-faith effort to resolve the matter without contested court proceedings. During the collaborative process, we will not prepare or file contested motions, serve litigation discovery, issue subpoenas, threaten litigation, or use litigation-based tactics except as permitted by the participation agreement or necessary to protect against immediate harm or preserve legal rights with appropriate notice and consent. Agreed filings, uncontested documents, or consent orders may be prepared and submitted if consistent with the collaborative process.

4. Disqualification and Withdrawal if the Collaborative Process Ends
A central feature of collaborative divorce is the disqualification or withdrawal requirement. If the collaborative process terminates before a full settlement is reached, we and other lawyers in our firm may be required to withdraw and may be disqualified from representing you in contested litigation against the other party concerning the collaborative matter. You would then need to retain new litigation counsel if court proceedings become necessary. You understand that this may involve additional cost, delay, and duplication of effort, but it is intended to encourage candid disclosure, settlement-focused negotiation, and commitment to the collaborative process.

5. Full, Voluntary, and Continuing Disclosure
You agree to provide complete, accurate, timely, and continuing disclosure of all information material to the matter, including assets, debts, income, expenses, tax information, business interests, retirement accounts, insurance, real estate, separate and marital property, parenting information, children's needs, and any other facts necessary for informed decision-making. You also agree to correct or supplement information promptly if you learn that prior information was incomplete or inaccurate.

You understand that intentional misrepresentation, concealment, destruction of evidence, or failure to disclose material information may undermine the collaborative process, impair settlement, require withdrawal, or result in other legal consequences.

6. Collaborative Professionals and Neutral Experts
The collaborative process may involve jointly retained or collaboratively engaged professionals, such as financial neutrals, divorce coaches, child specialists, mental health professionals, business valuators, real estate appraisers, tax professionals, or other consultants. These professionals may assist both parties and the team in gathering information, identifying options, improving communication, and developing settlement proposals. Unless otherwise agreed, you are responsible for your share of their fees and costs.

7. Communication, Conduct, and Meeting Expectations
You agree to participate in collaborative meetings in good faith, communicate respectfully, avoid threats or coercive tactics, listen to the concerns of the other party, and work toward practical solutions. You should not use social media, public statements, family pressure, financial pressure, parenting pressure, or unilateral action to gain leverage in the matter. You agree to consult us before making significant financial, parenting, relocation, communication, or litigation-related decisions that could affect the collaborative process.

We will communicate with you through [email / client portal / telephone / mail] at the contact information you provide. Please do not use a shared email account, shared device, employer device, or account accessible by the other party for confidential communications. If you believe your communications are being monitored or accessed by another person, notify us immediately.

8. Safety, Coercion, and Emergencies
The collaborative process may not be appropriate if there is domestic violence, coercive control, intimidation, serious substance abuse, untreated mental health concerns, financial manipulation, or an inability to participate safely and voluntarily. You agree to promptly tell us about any safety concerns, threats, protective orders, coercion, hidden assets, financial pressure, or circumstances that could affect your ability to participate freely. Emergency action may be necessary to protect a person, child, property, or legal right, and such action may affect or terminate the collaborative process depending on

the circumstances and applicable rules.

9. Termination of Collaborative Process and Representation
The collaborative process may end if a full agreement is reached, if a partial agreement is reached and the parties agree that remaining issues will not continue in the process, if either party gives notice of termination, if either party begins contested court proceedings, if a professional conflict or safety issue prevents continued participation, or as otherwise provided in the participation agreement or applicable law. Our representation may also end if you terminate us, if we withdraw as permitted or required, if fees are not paid, if you fail to cooperate or disclose material information, or if continued representation would violate professional obligations.

If the collaborative process ends before settlement and contested litigation follows, you understand that we may not be able to continue representing you in that litigation and you may need to retain new counsel. We will reasonably cooperate in transferring your file as required by applicable law and firm policy.

By signing below, you acknowledge that you have read this engagement letter, understand the collaborative process and its limits, understand that collaborative counsel may be disqualified from representing you in contested litigation if the process terminates, have had an opportunity to ask questions, and agree to retain [Law Firm Name] on the terms stated above. This letter, together with any attached fee schedule, collaborative participation agreement, and written amendments, constitutes our agreement regarding this representation.

Post-Decree or Post-Judgment Family Law Engagement Letter

Re: Engagement for Post-Decree/Post-Judgment Family Law Representation — [Modification / Enforcement / Contempt / Relocation / Parenting Time / Child Support / Maintenance / Other Post-Judgment Matter]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with a post-decree or post-judgment family law matter. This engagement letter confirms that this is a new and separate engagement from any prior divorce, parentage, or family law representation unless we expressly state otherwise in writing. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This post-decree or post-judgment family law engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this post-judgment family law representation unless this letter, a court filing, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the post-decree-scope, prior-representation, deadline, modification, enforcement, contempt, compliance, evidence-preservation, communication, settlement, court-proceeding, and post-judgment-closing provisions in this letter control.]

1. New Matter and Prior Representation

Any prior representation by the firm ended when the prior matter concluded or when we sent a closing communication, unless a written agreement stated otherwise. This post-decree or post-judgment matter is a separate engagement with a separate scope, separate fee arrangement, and separate responsibilities. We are not responsible for any post-judgment deadline, enforcement issue, modification issue, appeal deadline, contempt issue, or related matter unless it is expressly included in this engagement letter or a written amendment.

2. Matter and Scope of Representation

You have retained us to provide legal representation in connection with the following specific post-decree or post-judgment issue: **[describe specific issue, order, judgment, date, court, case number, and requested relief]**.

Depending on the issue identified above, our services may include reviewing existing judgments and orders, reviewing relevant pleadings and court history, evaluating modification or enforcement options, preparing and filing appropriate pleadings, responding to pleadings filed by the other party, conducting limited discovery related to the post-judgment issue, negotiating resolution, preparing for mediation or settlement conference, appearing in court, preparing for evidentiary hearing or trial on the post-judgment issue, and assisting with entry of resulting orders.

3. Deadlines, Prior Orders, and Time-Sensitive Rights

Post-decree and post-judgment matters can involve important deadlines, including deadlines to respond to pleadings, comply with discovery, request reconsideration, appeal, seek enforcement, oppose relocation, or preserve rights under an existing order. You must promptly provide us with complete copies of all relevant judgments, orders, parenting plans, settlement agreements, notices, pleadings, correspondence, payment records, financial documents, school or medical records, law enforcement records, and communications from the other party or counsel. We are not responsible for any deadline or right that expired before our engagement began or that you did not disclose to us in time for reasonable action.

4. Modification Matters
If this engagement involves modification of an existing order, you understand that the court may require proof of a legally sufficient change in circumstances, best-interests considerations, statutory requirements, or other standards depending on the type of order at issue. Modification may involve child support, maintenance, allocation of parental responsibilities, parenting time, relocation, decision-making, or other provisions that remain modifiable under applicable law. We cannot guarantee that the court will modify any existing order.

5. Enforcement, Contempt, and Compliance Matters
If this engagement involves enforcement or contempt, you understand that we will need evidence of the existing order, the other party's knowledge of the order, the alleged violation, the ability or inability to comply, damages or harm, payment history, parenting exchanges, communications, and other relevant facts. Possible remedies may include enforcement orders, make-up parenting time, payment plans, wage withholding, attorney fee requests, sanctions, contempt findings, or other relief permitted by law. We cannot guarantee that the court will find a violation, enter contempt, award fees, or grant the relief requested.

You also agree not to destroy, alter, conceal, delete, or fail to preserve potentially relevant evidence, including texts, emails, photographs, social media posts, financial records, payment records, parenting calendars, school records, medical records, location data, recordings, electronic files, and device data. Before recording conversations, withholding parenting time, stopping support payments, changing parenting schedules, relocating, changing school or medical arrangements, moving funds, or taking action that may affect court-ordered rights or obligations, you should consult us.

Post-judgment disputes often involve ongoing communications with the other party. You should avoid hostile, threatening, excessive, or unclear communications and should preserve relevant messages. If there is an emergency involving immediate risk of harm, child safety, domestic violence, or criminal conduct, call 911 or appropriate emergency services first, then notify us as soon as practicable.

PERSONAL INJURY—DEFENDANT

Insurance Defense Engagement Letter — Insured Defendant

Re: Engagement for Insurance Defense Representation — [Insured Defendant Name / Claimant Name / Case Name / Claim Number]

Dear [Insured Defendant Name]:

Thank you for asking [Law Firm Name] to represent you in connection with the defense of the personal injury claim or lawsuit described below. This engagement letter confirms the terms of our representation, identifies who our client is, explains the role of the insurance company, describes the scope and limits of our services, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This insurance defense engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this insured-defense representation unless this letter, the insurance policy, accepted litigation guidelines, a reservation-of-rights disclosure, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the insured-client, insurer-role, defense-scope, reservation-of-rights, coverage-limitation, cooperation, evidence-preservation, reporting, privilege, settlement-authority, policy-limit, excess-exposure, expert, vendor, litigation-expense, and defense-closing provisions in this letter control.]

1. Matter and Scope of Representation

You have retained us to defend you in connection with **[describe lawsuit, claim, court, case number, claimant, incident date, accident location, or claim number]**. Our representation is limited to defending the insured defendant against the personal injury claims asserted in that matter through trial-court resolution, settlement, dismissal, judgment, or other conclusion within the agreed scope.

Our services may include, as applicable, reviewing pleadings and claim materials, communicating with you, the insurer, claims representative, opposing counsel, and the court; investigating liability and damages; preparing responsive pleadings; conducting discovery; taking and defending depositions; retaining or coordinating experts when authorized; preparing motions; evaluating settlement; attending mediation or settlement conference; preparing for trial; representing you at trial; and assisting with ordinary trial-court case-closing matters within the agreed scope.

2. Role of Insurance Company, Claims Administrator, or Payor

The defense may be provided, funded, or coordinated by **[Insurance Company / Claims Administrator / Employer / Self-Insured Program]** under policy number **[policy number]** and claim number **[claim number]**. The insurer or claims administrator may have rights and responsibilities under the insurance policy or defense arrangement, including payment of approved defense fees and costs, receipt of case reports, participation in settlement evaluation, and approval of certain litigation expenses.

Although the insurer or claims administrator may pay our fees, our professional judgment will be exercised consistent with our duties to the client identified in this letter and applicable professional rules. You should understand that the insurance policy, claims handling guidelines, outside counsel guidelines, litigation budgets, reporting requirements, and settlement authority may affect how the defense is administered.

3. Reservation of Rights, Coverage Issues, and Independent Counsel
The insurer may defend the matter without reservation, under a reservation of rights, subject to a coverage investigation, or subject to policy limits, exclusions, deductibles, self-insured retentions, or other coverage conditions. If the insurer has issued or later issues a reservation of rights or coverage position letter, you should read it carefully. Coverage issues may affect who pays defense costs, whether indemnity is available, whether certain claims or damages are covered, whether policy limits may be exhausted, and whether you should consult independent coverage or personal counsel.

Unless we expressly agree in a separate written engagement, we are not coverage counsel and do not represent you or the insurer in any insurance coverage dispute, declaratory judgment action, bad faith claim, policy interpretation dispute, reimbursement dispute, or dispute between you and the insurer. If coverage issues, excess exposure, punitive damages, intentional conduct allegations, uncovered claims, conflicts of interest, or settlement conflicts arise, we may recommend that you consult independent counsel.

4. Cooperation, Information, and Defense Obligations
You agree to cooperate fully in the defense of the matter and to comply with any cooperation duties under the applicable insurance policy. You must provide complete, accurate, and timely information; preserve evidence; attend meetings, depositions, hearings, mediations, settlement conferences, trial, and other required events; review pleadings and discovery responses for accuracy; identify witnesses and documents; and notify us promptly of new facts, communications, deadlines, settlement demands, court notices, insurer communications, or other developments affecting the matter.

You should not communicate directly with the claimant, claimant's counsel, investigators, experts, witnesses, co-defendants, media, or adverse parties about the facts, liability, damages, settlement, insurance coverage, or litigation strategy without first consulting us. You should not admit fault, sign statements, give recorded statements, sign releases, post about the matter online, destroy or alter evidence, or take action that may affect the defense without legal advice.

5. Evidence Preservation and Litigation Hold
You must preserve potentially relevant evidence, including photographs, videos, surveillance footage, incident reports, repair records, maintenance records, inspection records, contracts, leases, policies, training materials, employment records, medical information, vehicle data, product information, text messages, emails, social media content, location data, electronically stored information, physical objects, and other materials relating to the incident, parties, witnesses, injuries, damages, defenses, or insurance issues.

Before repairing, discarding, deleting, modifying, moving, replacing, or transferring any potentially relevant item or information, you should consult us. Failure to preserve evidence may harm the defense, create sanctions risk, affect insurance coverage, or expose you to additional claims.

6. Reporting, Confidentiality, and Privilege
We may provide reports, evaluations, budgets, invoices, pleadings, discovery materials, and other defense-related information to the insurer, claims administrator, or other authorized payor as permitted by applicable law, professional rules, the insurance arrangement, and this engagement. You understand that the tripartite relationship among insured, insurer, and defense counsel may involve shared information and common-interest communications, but confidentiality and privilege issues can be complex and may vary by jurisdiction.

You should not forward our legal advice to third parties, post about the matter online, include unnecessary third parties in communications with us, or disclose privileged communications without first discussing the potential effect on confidentiality and privilege. If you have concerns about information being shared with the insurer because of coverage issues, reservation of rights, excess exposure, or other conflicts, tell us promptly.

7. Settlement Authority, Policy Limits, and Excess Exposure
Settlement authority may be governed by the insurance policy, claims handling procedures, consent-to-settle provisions, policy limits, self-insured retention, deductible, reservation of rights, and applicable law. We will communicate settlement demands and material settlement developments as appropriate. You should promptly tell us whether you have concerns about settlement, policy limits, personal exposure, reputational issues, business consequences, or nonmonetary settlement terms.

If the claim may exceed available insurance limits, includes punitive or exemplary damages, includes potentially uncovered damages, or otherwise creates personal exposure, you may wish to consult independent personal counsel. Unless separately agreed in writing, we do not provide personal financial planning, asset-protection advice, coverage advice, or advice regarding claims you may have against the insurer.

8. Experts, Vendors, and Litigation Expenses
The defense may require investigators, medical experts, accident reconstruction experts, biomechanical experts, engineers, safety consultants, economists, vocational experts, court reporters, records vendors, e-discovery vendors, mediators, local counsel, or other professionals. Retention and payment of experts and vendors may require insurer or client approval under applicable guidelines. We do not guarantee that any expert, vendor, investigation, motion, mediation, trial strategy, or defense position will produce a particular result.

Insurance Carrier / Panel Counsel Engagement Letter

Re: Engagement for Insurance Carrier / Panel Counsel Representation — [Insurance Carrier Name / Program / Claim Type / Matter Name]

Dear [Authorized Carrier Representative]:

Thank you for asking [Law Firm Name] to serve as insurance defense counsel or panel counsel for [Insurance Carrier Name]. This engagement letter confirms the terms under which the firm may accept assignments from the carrier, identifies who the client is for each matter, addresses the relationship among the carrier, insured, claims professionals, and defense counsel, and sets out the firm's general responsibilities, billing terms, and limitations. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This insurance carrier / panel counsel engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to the carrier and panel counsel relationship, and to each accepted matter to the extent applicable, unless this letter, a matter-specific assignment, accepted outside counsel guidelines, a separate engagement letter, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the matter-specific-client, carrier-role, panel-counsel-assignment, defense-scope, outside-counsel-guideline, reporting, budget, settlement-authority, coverage-neutrality, reservation-of-rights, conflict, expert, vendor, local-counsel, billing, and panel-counsel-closing provisions in this letter or the accepted matter-specific terms control.]

1. Matter-Specific Client Determination

For each assigned matter, the identity of the client will depend on the assignment, applicable law, the insurance policy, any reservation of rights, and the circumstances of the defense. Unless a matter-specific engagement letter or written assignment states otherwise, the firm's client in an insurance defense matter is the insured defendant or other party the firm is asked to defend. The carrier may be the payor, claims administrator, appointing entity, or coordinating entity, and may also be a client only if the firm expressly agrees in writing and the representation is permissible under applicable professional rules.

This engagement does not create an attorney-client relationship with any reinsurer, broker, managing general agent, third-party administrator, affiliate, parent company, subsidiary, insured, additional insured, self-insured retention holder, deductible reimbursement party, claimant, co-defendant, employer, employee, officer, director, or other person or entity unless expressly agreed in writing.

2. Panel Counsel Relationship and Assignment of Matters

The carrier may assign matters to the firm from time to time for defense, monitoring, coverage-neutral evaluation, litigation support, or other approved services. The firm is not obligated to accept every assignment. Each matter is accepted only after conflict review, scope confirmation, receipt of sufficient party information, and written acceptance by the firm. The carrier agrees to provide complete party names, claim numbers, policy information, claimant information, insured information, court information, deadlines, reservation-of-rights information, known conflicts, and any other information needed for conflict review and matter intake.

3. Scope of Services
When the firm accepts a defense assignment, the scope may include, as applicable, defending the insured or other designated party in a personal injury, bodily injury, premises liability, automobile liability, trucking, product liability, negligent security, construction injury, professional liability, or other covered defense matter; reviewing pleadings and claim materials; investigating liability and damages; preparing responsive pleadings; conducting discovery; taking and defending depositions; retaining experts when authorized; preparing motions; evaluating liability, damages, and settlement; attending mediation or settlement conferences; preparing for trial; trying the case; and completing ordinary trial-court case-closing tasks within the agreed scope.

Matter-specific assignments may be limited by written instructions, litigation budgets, task codes, case management guidelines, local counsel agreements, monitoring counsel assignments, or separate engagement letters. The firm is not responsible for work outside the accepted scope or for deadlines that expired before the matter was accepted or were not disclosed in time for reasonable action.

4. Outside Counsel Guidelines and Professional Judgment
The carrier may provide outside counsel guidelines, litigation management guidelines, billing guidelines, reporting requirements, budgeting requirements, staffing requirements, e-billing procedures, preferred vendor requirements, and other operational instructions. The firm will make reasonable efforts to comply with accepted guidelines, provided that no guideline may restrict counsel's independent professional judgment, interfere with duties owed to the client, require disclosure prohibited by law or professional rules, or require conduct inconsistent with court rules, ethics rules, privilege, confidentiality, or applicable insurance law.

If a guideline conflicts with a court order, professional obligation, client instruction, litigation need, emergency, privilege concern, or applicable law, the firm will seek clarification when practicable and will exercise professional judgment consistent with applicable duties. Acceptance of an assignment does not mean the firm agrees to guidelines that are inconsistent with this letter or professional obligations unless expressly accepted in writing.

5. Reporting, Budgets, and Litigation Management
The firm will provide reports, budgets, evaluations, litigation plans, status updates, and settlement assessments as reasonably required by the accepted guidelines or matter-specific instructions. Reports may address liability, damages, comparative fault, causation, injuries, medical treatment, experts, discovery, dispositive motions, settlement value, trial risk, venue, judge, opposing counsel, claimant credibility, policy limits, indemnity exposure, and recommended next steps.

Budgets and litigation plans are estimates based on information available when prepared. They are not guarantees of fees, costs, timing, result, or case value. The carrier agrees that material changes in pleadings, discovery, expert needs, motion practice, trial settings, settlement posture, court rulings, claimant condition, damages evidence, coverage posture, or client instructions may require budget revisions and additional authorization.

6. Authority, Settlement, and Claim Decisions
The carrier and its authorized claims representative are responsible for claim-handling decisions, payment authority, settlement authority, reserve decisions, coverage decisions, and business decisions assigned to the carrier under the policy or claim arrangement. The firm will provide legal advice and defense recommendations within the accepted scope but will not make claim-handling, reserve,

coverage, or business decisions unless expressly authorized and ethically permissible.

The firm will communicate settlement demands and material settlement developments consistent with applicable duties and accepted reporting requirements. If the insured's consent is required, if policy limits may be implicated, if excess exposure exists, if punitive damages are alleged, if uncovered claims are present, or if the carrier and insured may have divergent interests, the firm may recommend independent counsel, separate coverage counsel, or additional written clarification.

7. Coverage, Reservation of Rights, and Bad Faith Issues
Unless separately agreed in writing, this engagement does not include coverage opinions, reservation-of-rights letters, disclaimers, declaratory judgment actions, reimbursement claims, bad faith advice, extra-contractual liability advice, policy interpretation disputes, or representation in disputes between the carrier and insured. Defense counsel's role is separate from coverage counsel's role unless the firm expressly accepts a separate coverage engagement after conflict review.

If the carrier defends under a reservation of rights, the carrier agrees to provide the firm with the reservation letter and relevant coverage communications as necessary to evaluate conflicts, reporting limits, and defense responsibilities. The firm may decline or withdraw from an assignment if coverage issues, divided loyalties, or confidentiality limitations create a conflict or material limitation under applicable professional rules.

8. Staffing, Experts, Vendors, and Local Counsel
The firm will staff matters in a manner reasonably calculated to provide competent, efficient, and cost-effective defense services. The firm may use partners, associates, paralegals, litigation support professionals, contract attorneys, local counsel, investigators, experts, court reporters, records vendors, e-discovery vendors, mediators, and other professionals when reasonably necessary and authorized under applicable guidelines or matter-specific instructions.

The carrier agrees that emergency circumstances, court orders, discovery deadlines, trial settings, preservation issues, expert deadlines, or client-protection needs may require prompt action before formal approval can be obtained. When practicable, the firm will seek advance authorization for significant expenses, experts, vendors, travel, depositions, dispositive motions, mediation, trial preparation, and local counsel.

9. Billing, Fees, Costs, and E-Billing
Fees, costs, billing format, task codes, invoice submission, appeal procedures, and payment timing will be governed by this letter, any accepted outside counsel guidelines, and any matter-specific assignment terms accepted by the firm. The firm is not bound by billing restrictions, write-downs, audit positions, staffing limitations, or appeal procedures that conflict with professional obligations, court rules, client-protection duties, or terms not accepted in writing.

10. Conflicts, Withdrawal, and Panel Counsel Closing
The firm may decline, pause, or withdraw from an assignment if a conflict, coverage issue, confidentiality limitation, nonpayment, disagreement about professional obligations, inability to obtain necessary information, or other good cause prevents continued representation. Unless a matter-specific closing communication provides otherwise, the firm's representation in an assigned matter concludes when the accepted assignment is completed, the matter is reassigned, the court permits withdrawal if required, or the firm sends a closing communication.

Reservation of Rights / Conflict Disclosure and Consent Letter

Re: Reservation of Rights, Potential Conflict Disclosure, and Consent to Insurance Defense Representation — [Insured Defendant Name / Claimant Name / Case Name / Claim Number]

Dear [Insured Defendant Name]:

This letter supplements our engagement letter and is intended to disclose important issues that may arise when an insurance company provides a defense under a reservation of rights. Please read this letter carefully. It explains the insurer's reservation of rights, the potential for conflicts of interest, the limits of our role as defense counsel, how information may be shared, your right to seek independent counsel, and your consent to our continued representation if you choose to provide it.

[Basic Engagement Letter Clauses]

[This reservation of rights / conflict disclosure and consent letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this supplemental disclosure and consent unless this letter, the underlying insurance defense engagement letter, the insurer's reservation-of-rights communication, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the reservation-of-rights, conflict-disclosure, insured-client, insurer-role, independent-counsel, information-sharing, coverage-neutrality, settlement, consent, and no-waiver provisions in this letter control.]

1. Purpose of Disclosure

[Insurance Company Name] has agreed to provide a defense in connection with **[describe lawsuit, claim, court, case number, claimant, incident date, accident location, or claim number]**, but has done so under a reservation of rights, coverage investigation, partial denial, policy-limits position, or other coverage position. A reservation of rights generally means that the insurer is providing or funding a defense while reserving the ability to later deny coverage, limit indemnity, seek a coverage determination, assert policy exclusions or conditions, or take another coverage position based on facts, policy language, or applicable law.

Because a reservation of rights may create actual or potential differences between the interests of the insurer and the insured, this letter is intended to help you make an informed decision about whether you consent to our continued representation as defense counsel in the underlying personal injury matter. This letter is not a coverage opinion and does not decide whether coverage exists.

2. Identity of Client and Role of Defense Counsel

Our client in the defense of the underlying personal injury claim is **[Insured Defendant Name]** unless a separate written engagement letter expressly states otherwise. Although the insurer may pay our fees, issue litigation guidelines, receive reports, approve certain expenses, and participate in settlement evaluation, payment by the insurer does not change our professional duties to the client identified in this letter.

We are defense counsel for the underlying liability matter. Unless we enter into a separate written engagement after conflict review, we do not represent you or the insurer in any insurance coverage dispute, declaratory judgment action, bad faith matter, reimbursement dispute, policy interpretation issue, or dispute between you and the insurer.

3. Insurer's Reservation of Rights and Potential Coverage Issues
The insurer's reservation of rights or coverage position may involve one or more issues, including whether the allegations fall within the insuring agreement, whether exclusions apply, whether policy conditions have been satisfied, whether notice was timely, whether damages are covered, whether punitive or exemplary damages are covered, whether intentional conduct is alleged, whether some claims are covered and others are not, whether policy limits may be exhausted, or whether the insurer may seek reimbursement of defense costs or indemnity payments if permitted by law.

You should review the insurer's reservation of rights letter, coverage correspondence, policy, endorsements, and any related communications carefully. If you do not understand the insurer's coverage position or how it may affect you, you should consider consulting independent coverage counsel.

4. Potential Conflicts of Interest
A potential conflict may exist when facts developed in the underlying liability case could affect both liability and insurance coverage. For example, coverage may depend on whether conduct was negligent or intentional, whether an injury occurred during covered operations, whether damages fall within policy terms, whether exclusions apply, whether an employee acted within the scope of employment, whether the alleged conduct was expected or intended, whether punitive damages are sought, or whether covered and uncovered claims are asserted together.

If defense strategy, discovery, admissions, stipulations, settlement positions, verdict form issues, allocation of damages, or factual development could materially affect the insurer's coverage position, the interests of the insurer and insured may diverge. If that occurs, we may need to limit communications, recommend independent counsel, obtain additional consent, decline certain instructions, or withdraw if continued representation is not permitted.

5. Independent Counsel and Right to Separate Advice
You have the right to consult independent counsel at any time regarding the insurer's reservation of rights, coverage issues, excess exposure, personal exposure, conflicts of interest, settlement issues, consent-to-settle rights, policy limits, reimbursement issues, or whether you should agree to continued representation by appointed defense counsel. In some jurisdictions and circumstances, a reservation of rights or conflict may give an insured the right to independent defense counsel paid by the insurer; in other jurisdictions, the right may depend on the nature and severity of the conflict.

We do not advise you in this letter whether you are entitled to independent counsel at the insurer's expense. If you want advice about that issue, you should consult independent coverage or personal counsel before signing this consent.

6. Information Sharing, Confidentiality, and Privilege
In the ordinary course of an insurance defense matter, we may provide the insurer or claims administrator with reports, budgets, evaluations, pleadings, discovery materials, factual updates, settlement assessments, trial evaluations, invoices, and other information reasonably related to the defense. The sharing of defense information may be permitted by policy terms, common-interest principles, professional rules, or your consent, but confidentiality and privilege rules vary by jurisdiction and may be affected by coverage disputes or conflicts.

If you have information that you believe should not be shared with the insurer because it may affect coverage, create personal exposure, reveal facts unrelated to the defense, or otherwise harm your interests, you should tell us immediately. Depending on the issue, we may recommend that you consult independent counsel before deciding whether and how that information should be communicated.

7. Settlement, Policy Limits, and Excess Exposure

The insurer's reservation of rights may affect settlement strategy, funding, consent, allocation, and whether settlement protects you from personal exposure. If a demand is within policy limits, exceeds policy limits, includes uncovered claims, includes punitive damages, requires personal contribution, requires nonmonetary relief, or may affect your reputation or business interests, you should promptly discuss those issues with us and consider whether independent counsel is needed.

We will communicate material settlement developments consistent with our professional obligations and the defense engagement. We do not represent you in any claim against the insurer for failure to settle, failure to defend, failure to indemnify, bad faith, unfair claims practices, or related extra-contractual matters unless separately agreed in writing.

8. Defense Strategy and Coverage-Neutral Representation

Our role is to defend the underlying personal injury claim consistent with our professional duties and the agreed scope of representation. We will not intentionally steer the defense to create or defeat coverage. We will not provide coverage advice to the insurer or insured within this defense engagement. If coverage-sensitive issues arise, we may recommend that coverage counsel, independent counsel, or personal counsel address those issues separately.

If the insurer issues instructions that conflict with your interests, professional obligations, court rules, privilege, confidentiality, or a reasonable defense of the liability case, we will seek clarification and take appropriate action consistent with applicable professional rules. We may not follow an instruction from the insurer if doing so would violate duties owed to you as the insured client.

9. Your Options

After reviewing this disclosure, you may choose one of the following options, subject to applicable law, court rules, insurer position, and professional obligations:

- You may consent to our continued representation as defense counsel in the underlying liability matter.
- You may request additional information before deciding whether to consent.
- You may consult independent coverage or personal counsel before deciding.
- You may object to our continued representation and request that the insurer address appointment of different or independent counsel.
- You may consent subject to specific limitations or conditions that must be reviewed for professional and practical feasibility.

10. Consent to Continued Representation

By signing below, you acknowledge that you have received and reviewed this disclosure, understand that the insurer has reserved rights or raised coverage issues, understand that the insurer's interests and your interests may differ or become different, understand that we are defense counsel and not coverage counsel, understand that you may consult independent counsel before signing, and consent to our continued representation in the underlying personal injury defense matter subject to the terms stated in this letter and the engagement letter.

Your consent is based on the information presently known. If new facts, claims, coverage positions, settlement demands, policy-limit issues, uncovered damages, punitive damages, reimbursement demands, or other circumstances materially change the conflict analysis, we may provide additional disclosure, request renewed consent, recommend independent counsel, or withdraw if required or permitted.

11. No Waiver of Rights
Your consent to our continued defense representation does not waive any rights you may have under the insurance policy, applicable law, or professional rules, including any right to challenge the insurer's coverage position, seek independent counsel, object to a conflict, request policy-limit settlement, contest reimbursement, assert bad faith, or pursue any other coverage-related position. Similarly, this letter does not waive any rights the insurer may contend it has under the policy or applicable law.

12. Acknowledgment and Signature
Please indicate your decision below. If you would like additional time to consult independent counsel before signing, please let us know immediately so that we can discuss how to protect your interests and comply with any pending litigation deadlines.

Sincerely,

[Attorney Name]
[Law Firm Name]
Insured Defendant Acknowledgment and Election:

[ ] I consent to [Law Firm Name] continuing to represent me as defense counsel in the underlying liability matter, subject to the terms stated above.

[ ] I would like additional information before deciding whether to consent.

[ ] I want time to consult independent counsel before deciding whether to consent.

[ ] I do not consent to continued representation at this time.

Insured Defendant Signature: ______________________________
Printed Name: [Insured Defendant Name]
Date: ______________________________

Attorney Signature: ______________________________
Printed Name: [Attorney Name]
Date: ______________________________

PERSONAL INJURY—PLAINTIFF

General Plaintiff Personal Injury Contingency Fee Engagement Letter

Re: Engagement for Plaintiff Personal Injury Representation — [Client Name / Incident Date / Matter Name]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with personal injuries and related damages arising from the incident that occurred on or about [date] at or near [location]. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains the contingency fee and responsibility for costs, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This general plaintiff personal injury contingency fee engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this personal injury representation unless this letter, a contingency fee agreement, a litigation filing, a settlement statement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the personal-injury-scope, contingency-fee, case-cost, medical-bill, lien, subrogation, settlement-authority, disbursement, limitation-period, evidence-preservation, insurance-communication, litigation, derivative-claim, minor-claim, and case-closing provisions in this letter control.]

1. Matter and Scope of Representation

You have retained us to represent you in pursuing civil claims for bodily injury and related damages arising from **[describe incident, accident, premises event, product incident, dog bite, medical event, or other injury event]**. Our representation is limited to claims arising from that incident against potentially responsible parties and available insurance coverage identified during our investigation.

Our services may include, as applicable, investigating the incident, identifying potential defendants and insurance coverage, communicating with insurers and opposing parties, obtaining and reviewing medical records and bills, evaluating liability and damages, preparing and submitting a settlement demand, negotiating settlement, filing a civil lawsuit if appropriate and authorized, conducting discovery, preparing for mediation, arbitration, trial, or settlement conference, and assisting with settlement documents, lien issues, and ordinary case-closing matters within the agreed scope.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required documents or cost deposit are received. We are not responsible for preserving evidence, notifying insurers, filing suit, protecting statutes of limitation, communicating with adverse parties, or taking any action before our representation begins unless we expressly agree in writing.

2. Contingency Fee

Our fee is contingent on obtaining a monetary recovery for you by settlement, judgment, award, arbitration, mediation, or other payment. If there is no recovery, you will not owe us an attorney fee for legal services, subject to the cost provisions below and any applicable law.

The contingency fee will be calculated as follows, unless a different fee is required by law or court rule:

[percentage]% of the gross recovery if the matter resolves before a lawsuit is filed; **[percentage]%** of the gross recovery if a lawsuit is filed or arbitration is demanded; **[percentage]%** of the gross recovery if trial begins, an arbitration hearing begins, or judgment is entered; and **[percentage]%** of the gross recovery if an appeal, retrial, or post-trial proceeding is separately agreed to in writing.

For purposes of this agreement, "gross recovery" means the total amount recovered before deduction of attorney fees, case costs, medical bills, medical liens, health insurance reimbursement claims, Medicare or Medicaid claims, workers' compensation liens, provider liens, litigation funding, unpaid expenses, or other deductions, unless applicable law requires a different calculation or the parties agree otherwise in writing.

The method for calculating the contingency fee, including whether expenses are deducted before or after the fee is calculated, must comply with applicable law and the signed fee agreement. At the conclusion of the matter, we will provide a written settlement statement or closing statement showing the recovery, attorney fee, costs, liens or reimbursements known to us, and the amount to be disbursed to you.

3. Case Costs and Expenses

Case costs and expenses are separate from attorney fees. Costs may include medical records, medical bills, expert witnesses, consultants, investigators, filing fees, service fees, deposition transcripts, court reporters, mediation fees, arbitration fees, trial exhibits, records retrieval, accident reports, photographs, videos, subpoenas, travel, postage, copying, electronic discovery, demonstrative evidence, and other expenses reasonably related to the matter.

Costs may be advanced by the firm, paid directly by you, or handled in another manner described in an attached fee schedule. Unless applicable law or a written agreement provides otherwise, you remain responsible for case costs and expenses whether or not there is a recovery. We may require advance approval or a cost deposit before incurring substantial costs, retaining experts, filing suit, taking depositions, ordering extensive records, or proceeding to trial.

4. Medical Bills, Liens, Subrogation, and Reimbursement Claims

You remain responsible for your medical treatment, medical decisions, medical bills, insurance obligations, co-pays, deductibles, balances, and provider accounts. We are not medical providers and do not provide medical advice. You should follow the advice of your health-care providers and make your own medical decisions.

Personal injury recoveries may be subject to liens, subrogation rights, reimbursement claims, or payment obligations asserted by health insurers, Medicare, Medicaid, ERISA plans, workers' compensation carriers, medical providers, hospitals, ambulance providers, government agencies, disability insurers, litigation funding companies, child support agencies, bankruptcy trustees, or other third parties. You must promptly disclose all insurance coverage, public benefits, medical providers, treatment funding, prior injuries, prior claims, bankruptcy filings, workers' compensation claims, and lien notices.

As part of the personal injury matter, we may assist with identifying, communicating about, or attempting to resolve ordinary medical liens, subrogation claims, and reimbursement claims connected to the recovery. We cannot guarantee that any lien, bill, or reimbursement claim will be reduced, waived, or resolved on terms you consider acceptable. Specialized benefits, tax, bankruptcy, ERISA, Medicare set-aside, special needs trust, or government benefits advice is not included unless separately agreed in writing.

5. Workers' Compensation Claims Not Included Unless Separately Agreed
This personal injury representation does not include any workers' compensation claim arising from the same incident or injury unless we expressly agree in a separate written engagement agreement or written amendment. Unless separately agreed, we are not responsible for filing or pursuing a workers' compensation claim, giving workers' compensation notices, preserving workers' compensation deadlines, communicating with an employer or workers' compensation carrier, obtaining approval for medical treatment, addressing temporary total disability benefits, wage-loss benefits, permanency benefits, vocational issues, utilization review, independent medical examinations, workers' compensation hearings, settlement approval, Medicare set-aside issues, or any other workers' compensation matter. You should promptly tell us if the injury occurred at work, during employment, while performing job duties, or may involve workers' compensation benefits so that we can discuss how any workers' compensation claim, lien, reimbursement right, or benefit issue may affect the personal injury matter.

6. Settlement Authority and Disbursement
No settlement will be accepted without your authorization. We will advise you about settlement offers, legal risks, potential recovery, costs, liens, and litigation considerations, but you decide whether to accept or reject a settlement offer. You agree to promptly respond to settlement communications and to provide written authority when required.

Settlement funds may be deposited into the firm's client trust account and disbursed only after funds have cleared, settlement documents are complete, attorney fees and costs are calculated, and known liens, reimbursement claims, disputed funds, or court-approval issues are addressed. If there is a dispute about funds, liens, fees, costs, or distribution, disputed funds may be held in trust until the dispute is resolved as permitted by applicable law.

7. Statutes of Limitation, Notice Deadlines, and Evidence Preservation
Personal injury claims may be affected by statutes of limitation, notice requirements, governmental claim deadlines, insurance notice deadlines, policy conditions, preservation duties, bankruptcy deadlines, probate deadlines, minor settlement requirements, and other time-sensitive obligations. You must provide all relevant dates, notices, insurance documents, photographs, videos, witness information, incident reports, medical records, correspondence, and prior claim information promptly.

You agree to preserve evidence and not to destroy, alter, delete, repair, dispose of, post, transfer, or conceal potentially relevant evidence, including vehicles, products, clothing, photographs, videos, texts, emails, social media posts, location data, device data, medical documents, employment records, receipts, and physical objects. Before repairing a vehicle, disposing of a product, deleting content, contacting witnesses, signing releases, or posting about the incident or injuries, you should consult us.

8. Insurance, Recorded Statements, and Communications
You should promptly send us all communications from insurers, adjusters, defense counsel, investigators, medical providers, lienholders, government agencies, employers, and adverse parties. You should not give recorded statements, sign authorizations, sign releases, settle claims, endorse checks, or communicate about liability, injuries, damages, medical history, prior claims, or settlement with adverse insurers or parties without first consulting us.

9. Litigation, Trial, and Appeals

If settlement is not appropriate or available, we may recommend filing a lawsuit. Filing suit may require additional costs, discovery, depositions, expert witnesses, court appearances, mediation, trial preparation, and trial. We will consult with you before filing suit when reasonably possible. Appeals, post-trial motions beyond ordinary trial-court work, retrial, enforcement of judgment, or collection of judgment are not included unless separately agreed in writing.

10. Joint Clients, Derivative Claims, Minors, and Incapacitated Clients

If more than one person may have claims arising from the same incident, including spouses, parents, children, passengers, heirs, estate representatives, guardians, or derivative claimants, we will identify in writing whom we represent. Joint representation may create conflicts if clients disagree about settlement, allocation, testimony, liability, comparative fault, liens, or litigation strategy. We may require a separate joint representation agreement, conflict waiver, minor settlement agreement, guardianship agreement, probate engagement, or court-approval process when appropriate.

Joint Representation / Multiple Claimant Plaintiff Personal Injury Engagement Letter

Re: Engagement for Joint Representation of Multiple Personal Injury Claimants — [Claimant Names / Incident Date / Matter Name]

Dear [Claimant Names]:

Thank you for asking [Law Firm Name] to consider representing more than one claimant in connection with personal injuries and related damages arising from the incident that occurred on or about [date] at or near [location]. This engagement letter confirms the terms of our joint representation, identifies who our clients are, explains the special risks of representing multiple claimants together, describes the scope and limits of our services, explains the contingency fee and responsibility for costs, and sets out each client's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This joint representation / multiple claimant plaintiff personal injury engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this joint personal injury representation unless this letter, a contingency fee agreement, a settlement allocation agreement, a court approval order, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the joint-client, no-secrets, confidentiality, conflict, consent, contingency-fee, case-cost, lien, subrogation, settlement-authority, settlement-allocation, minor-claim, representative-authority, disbursement, and case-closing provisions in this letter control.]

1. Identity of Joint Clients

Our clients in this matter are **[Claimant 1 Name]**, **[Claimant 2 Name]**, and any other claimants specifically identified in a signed written amendment to this letter. Unless we expressly agree in writing, we do not represent any spouse, parent, child, passenger, family member, estate, guardian, conservator, employer, health-care provider, insurer, lienholder, bankruptcy trustee, workers' compensation carrier, or other person or entity not specifically identified as a client in this letter. Because we would represent more than one claimant in the same matter, each identified claimant would be our client. We owe professional duties to each joint client. No joint client may direct us to act against another joint client in this matter, and no joint client may use us as separate counsel against another joint client during the joint representation.

2. Matter and Scope of Representation

You have retained us to represent the identified claimants jointly in pursuing civil claims for bodily injury and related damages arising from **[describe incident, accident, premises event, product incident, dog bite, medical event, or other injury event]**. Our representation is limited to claims arising from that incident against potentially responsible parties and available insurance coverage identified during our investigation.

Our services may include, as applicable, investigating the incident, identifying potential defendants and insurance coverage, communicating with insurers and opposing parties, obtaining and reviewing medical records and bills, evaluating liability and damages, preparing and submitting settlement demands, negotiating settlement, filing a civil lawsuit if appropriate and authorized, conducting discovery, preparing for mediation, arbitration, trial, or settlement conference, and assisting with settlement documents, lien issues, allocation issues, and ordinary case-closing matters within the agreed scope.

3. Informed Consent to Joint Representation
Joint representation may be efficient and cost-effective when multiple claimants have aligned interests, shared objectives, compatible testimony, and no material disagreement about liability, damages, settlement, allocation, or litigation strategy. However, joint representation also creates risks. Your interests may differ or become different regarding comparative fault, witness testimony, injury severity, medical treatment, damages, policy limits, settlement value, lien resolution, allocation of settlement funds, trial strategy, or whether to settle or continue litigation.

By signing this letter, each claimant confirms that the risks and possible benefits of joint representation have been explained, that each claimant has had an opportunity to ask questions and seek independent counsel, and that each claimant gives informed consent to the firm representing all identified claimants jointly in this personal injury matter.

4. No Secrets Between Joint Clients
Because we would represent multiple claimants in the same matter, information material to the representation cannot be kept confidential by the firm from another joint client. Each claimant agrees that we may share with the other joint clients any information we receive from any claimant that we believe is relevant to the personal injury matter, including information about the incident, injuries, medical history, prior claims, insurance, liens, damages, credibility, settlement authority, and litigation strategy.

If any claimant asks us to keep material information secret from another joint client, we may be unable to continue representing all claimants and may need to withdraw from representing one or more claimants. You should not provide information to us that you expect us to conceal from another joint client in this matter.

5. Conflicts Among Multiple Claimants
Potential conflicts may include, without limitation, one claimant blaming another claimant for the incident, one claimant having greater or lesser injuries, one claimant requiring testimony that harms another claimant, insufficient insurance coverage to compensate all claimants, disagreement about accepting a settlement offer, disagreement about allocation of settlement proceeds, disagreement about litigation costs, competing liens or reimbursement claims, bankruptcy issues, family-law issues, probate issues, or a dispute over who has authority to act for a minor, estate, or incapacitated person.

If a conflict develops that prevents us from representing all joint clients consistent with applicable professional rules, we may be required to withdraw from representing one or more claimants, and in some circumstances we may be required to withdraw from representing all claimants. If that occurs, each claimant may need separate counsel, and additional cost, delay, or duplication of effort may result.

6. Settlement Authority and Allocation of Recovery
No settlement will be accepted for any claimant without that claimant’s authorization or, where legally required, approval from a parent, guardian, personal representative, court, probate court, or other authorized decision-maker. Each claimant understands that a settlement offer may be made globally for multiple claimants or separately for individual claimants.

If a settlement offer requires allocation among multiple claimants, the claimants must agree on the allocation or obtain appropriate court guidance or approval when required. The firm may assist in discussing allocation considerations, but we cannot favor one joint client over another. If the claimants disagree about allocation, settlement authority, or distribution, we may recommend or require independent counsel, mediation, court approval, or withdrawal from the joint representation.

7. Contingency Fee, Costs, and Shared Expenses

Our fee is contingent on obtaining a monetary recovery for one or more claimants by settlement, judgment, award, arbitration, mediation, or other payment. The contingency fee will be calculated under the fee provisions stated in the applicable personal injury fee agreement or attached fee schedule. If different fee percentages or cost arrangements apply to different claimants, those terms must be stated in writing.

Case costs may include medical records, medical bills, expert witnesses, consultants, investigators, filing fees, service fees, deposition transcripts, court reporters, mediation fees, arbitration fees, trial exhibits, subpoenas, travel, copying, electronic discovery, demonstrative evidence, and other expenses reasonably related to the matter. Unless otherwise agreed in writing, common costs incurred for the benefit of multiple claimants may be allocated among the claimants in a fair and reasonable manner at the conclusion of the matter or as otherwise required by law.

8. Medical Bills, Liens, Subrogation, and Reimbursement Claims

Each claimant remains responsible for that claimant's medical treatment, medical decisions, medical bills, insurance obligations, co-pays, deductibles, balances, and provider accounts. Each claimant must promptly disclose all health insurance, Medicare, Medicaid, ERISA plan coverage, workers' compensation benefits, medical providers, litigation funding, child support obligations, bankruptcy filings, lien notices, reimbursement claims, and other facts that may affect settlement or distribution.

Liens and reimbursement claims may differ among claimants and may affect each claimant's net recovery differently. We may assist with ordinary lien identification and resolution within the agreed scope, but we cannot guarantee any lien reduction or waiver. Specialized benefits, tax, bankruptcy, probate, guardianship, ERISA, Medicare set-aside, special needs trust, or public benefits advice is not included unless separately agreed in writing.

9. Workers' Compensation Claims Not Included Unless Separately Agreed

This joint personal injury representation does not include any workers' compensation claim for any claimant arising from the same incident or injury unless we expressly agree in a separate written engagement agreement or written amendment. Unless separately agreed, we are not responsible for filing or pursuing any claimant's workers' compensation claim, giving workers' compensation notices, preserving workers' compensation deadlines, communicating with any employer or workers' compensation carrier, obtaining approval for medical treatment, addressing temporary total disability benefits, wage-loss benefits, permanency benefits, vocational issues, utilization review, independent medical examinations, workers' compensation hearings, settlement approval, Medicare set-aside issues, or any other workers' compensation matter. Each claimant must promptly tell us if that claimant's injury occurred at work, during employment, while performing job duties, or may involve workers' compensation benefits so that we can discuss how any workers' compensation claim, lien, reimbursement right, benefit issue, or allocation issue may affect that claimant's personal injury claim, settlement, or net recovery.

10. Minors, Estates, Incapacitated Clients, and Representative Authority

If any claimant is a minor, deceased person's estate, wrongful death beneficiary, survival claimant, incapacitated person, or person acting through a guardian, conservator, parent, personal representative, or other fiduciary, additional engagement terms, court approvals, probate proceedings, guardianship proceedings, settlement restrictions, or distribution requirements may apply. We will identify in writing whether we represent the individual claimant, the representative, the estate, statutory beneficiaries, or another legally recognized client.

A parent, guardian, conservator, personal representative, or other fiduciary may have duties that differ from personal interests. We do not represent every family member or potential beneficiary unless specifically agreed in writing. If representative authority is unclear or disputed, we may pause work until authority is clarified or separate counsel is retained.

Sincerely,

[Attorney Name]
[Law Firm Name]
Accepted, consented to, and agreed:

Claimant 1 Signature: ______________________________
Printed Name: [Claimant 1 Name]
Date: ______________________________

Claimant 2 Signature: ______________________________
Printed Name: [Claimant 2 Name]
Date: ______________________________

Claimant 3 Signature, if applicable: ______________________________
Printed Name: [Claimant 3 Name]
Date: ______________________________

Attorney Signature: ______________________________
Printed Name: [Attorney Name]
Date: ______________________________

Pre-Suit Personal Injury Engagement Letter

Re: Pre-Suit Engagement for Plaintiff Personal Injury Representation — [Client Name / Incident Date / Matter Name]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with personal injuries and related damages arising from the incident that occurred on or about [date] at or near [location]. This engagement letter confirms the terms of our pre-suit representation, identifies who our client is, describes the scope and limits of our services, explains the contingency fee and responsibility for costs, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This pre-suit personal injury engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this pre-suit personal injury representation unless this letter, a contingency fee agreement, a settlement statement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the pre-suit-scope, contingency-fee, case-cost, medical-treatment, lien, subrogation, settlement-demand, settlement-authority, disbursement, limitation-period, governmental-notice, evidence-preservation, insurance-communication, litigation-decision, and pre-suit-closing provisions in this letter control.]

1. Pre-Suit Matter and Scope of Representation

You have retained us to provide pre-suit legal representation in pursuing civil claims for bodily injury and related damages arising from **[describe incident, accident, premises event, product incident, dog bite, medical event, or other injury event]**.

Our pre-suit services may include, as applicable, investigating the incident, identifying potential defendants and insurance coverage, communicating with insurers and adverse parties, requesting and reviewing available records, obtaining medical records and bills, evaluating liability and damages, preserving selected evidence when reasonably possible, monitoring treatment status for claim-development purposes, preparing and submitting a settlement demand, negotiating with insurers or opposing parties, advising you about settlement offers, and assisting with ordinary pre-suit settlement documentation and disbursement issues.

This engagement is limited to the pre-suit phase unless we later agree in writing to expand the scope. Filing a lawsuit, arbitration demand, administrative claim, appeal, or other formal proceeding is not included unless expressly stated in this letter or a written amendment.

2. When Representation Begins

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required documents, authorizations, or cost deposit are received. We are not responsible for preserving evidence, notifying insurers, protecting statutes of limitation, submitting governmental notices, responding to deadlines, or communicating with adverse parties before our representation begins unless we expressly agree in writing.

You should promptly provide all information needed to evaluate time-sensitive issues, including the date of the incident, location, names of involved persons, insurance information, photographs, videos, incident reports, medical providers, witnesses, prior claims, prior injuries, and any correspondence from insurers, governmental entities, employers, or adverse parties.

If litigation appears necessary or advisable, we will discuss whether the firm is willing to represent you in litigation and whether a new engagement letter, amended fee agreement, updated cost arrangement, or additional client authorization is required.

3. Contingency Fee
Our fee is contingent on obtaining a monetary recovery for you by settlement, award, payment, or other resolution. If there is no recovery, you will not owe us an attorney fee for legal services, subject to the cost provisions below and any applicable law.

The contingency fee for the pre-suit phase will be calculated as follows, unless a different fee is required by law or court rule: **[percentage]%** of the gross recovery obtained before a lawsuit, arbitration demand, or other formal proceeding is filed.

If the matter later proceeds beyond the pre-suit phase, the fee may change only as stated in a signed written agreement or amendment. For example, an amended agreement may provide a different fee if a lawsuit is filed, arbitration is demanded, trial begins, judgment is entered, an appeal is taken, or additional proceedings are required.

For purposes of this agreement, "gross recovery" means the total amount recovered before deduction of attorney fees, case costs, medical bills, medical liens, health insurance reimbursement claims, Medicare or Medicaid claims, workers' compensation liens, provider liens, litigation funding, unpaid expenses, or other deductions, unless applicable law requires a different calculation or the parties agree otherwise in writing.

The method for calculating the contingency fee, including whether expenses are deducted before or after the fee is calculated, must comply with applicable law and the signed fee agreement. At the conclusion of the matter, we will provide a written settlement statement or closing statement showing the recovery, attorney fee, costs, liens or reimbursements known to us, and the amount to be disbursed to you.

4. Case Costs and Expenses
Case costs and expenses are separate from attorney fees. Pre-suit costs may include medical records, medical bills, accident reports, police reports, photographs, videos, records retrieval, postage, copying, investigators, consultants, lien searches, expert review when approved, courier charges, electronic document charges, and other expenses reasonably related to the pre-suit claim.

Costs may be advanced by the firm, paid directly by you, reimbursed from any recovery, or handled in another manner described in an attached fee schedule. Unless applicable law or a written agreement provides otherwise, you remain responsible for case costs and expenses whether or not there is a recovery. We may require advance approval or a cost deposit before incurring substantial costs, ordering extensive records, hiring investigators, retaining experts, or undertaking unusual pre-suit expenses.

5. Medical Treatment, Medical Bills, and Provider Accounts
You remain responsible for your medical treatment, medical decisions, medical bills, insurance obligations, co-pays, deductibles, balances, and provider accounts. We are not medical providers and do not provide medical advice. You should follow the advice of your health-care providers and make your own medical decisions.

We may request medical records and bills, communicate with providers about records or lien information, and discuss medical documentation as it relates to your injury claim. However, we do not guarantee that any medical provider will continue treatment, delay collection, accept a lien, reduce a balance, or wait for settlement.

You must promptly tell us about all medical providers, health insurers, public benefits, prior injuries, prior claims, treatment funding, unpaid bills, collection notices, lien notices, letters of protection, litigation funding, and any changes in your treatment or medical condition.

6. Liens, Subrogation, and Reimbursement Claims
A personal injury recovery may be subject to liens, subrogation rights, reimbursement claims, or payment obligations asserted by health insurers, Medicare, Medicaid, ERISA plans, workers' compensation carriers, medical providers, hospitals, ambulance providers, government agencies, disability insurers, litigation funding companies, child support agencies, bankruptcy trustees, or other third parties.
As part of this pre-suit matter, we may assist with identifying, communicating about, or attempting to resolve ordinary medical liens, subrogation claims, and reimbursement claims connected to the recovery. We cannot guarantee that any lien, bill, or reimbursement claim will be reduced, waived, or resolved on terms you consider acceptable.

Specialized benefits, tax, bankruptcy, ERISA, Medicare set-aside, special needs trust, guardianship, probate, or government benefits advice is not included unless separately agreed in writing.

7. Workers' Compensation Claims Not Included Unless Separately Agreed
This pre-suit personal injury representation does not include any workers' compensation claim arising from the same incident or injury unless we expressly agree in a separate written engagement agreement or written amendment. Unless separately agreed, we are not responsible for filing or pursuing a workers' compensation claim, giving workers' compensation notices, preserving workers' compensation deadlines, communicating with an employer or workers' compensation carrier, obtaining approval for medical treatment, addressing temporary total disability benefits, wage-loss benefits, permanency benefits, vocational issues, utilization review, independent medical examinations, workers' compensation hearings, settlement approval, Medicare set-aside issues, or any other workers' compensation matter. You should promptly tell us if the injury occurred at work, during employment, while performing job duties, or may involve workers' compensation benefits so that we can discuss how any workers' compensation claim, lien, reimbursement right, benefit issue, or settlement issue may affect the pre-suit personal injury matter.

8. Settlement Demand and Negotiations
If appropriate, we may prepare and submit a pre-suit settlement demand to an insurer, responsible party, or opposing counsel. The demand may be based on available evidence, medical records, bills, wage-loss information, photographs, reports, witness information, insurance coverage, liability facts, and damages information you provide or authorize us to obtain.

You understand that a demand letter or settlement package does not guarantee settlement, admission of liability, payment, preservation of evidence, or extension of any deadline. Settlement negotiations may be affected by liability disputes, comparative fault, causation issues, medical proof, prior injuries, policy limits, coverage defenses, lien claims, and the willingness of insurers or adverse parties to resolve the matter.

No settlement will be accepted without your authorization. We will advise you about settlement offers, legal risks, potential recovery, costs, liens, and other considerations, but you decide whether to accept or reject a settlement offer.

9. Settlement Funds and Disbursement

Settlement funds may be deposited into the firm's client trust account and disbursed only after funds have cleared, settlement documents are complete, attorney fees and costs are calculated, and known liens, reimbursement claims, disputed funds, or court-approval issues are addressed.

If there is a dispute about funds, liens, fees, costs, lienholder demands, reimbursement claims, or distribution, disputed funds may be held in trust until the dispute is resolved as permitted by applicable law. You agree to cooperate in providing information needed to resolve liens, verify balances, confirm insurance coverage, and complete a settlement statement.

10. Statutes of Limitation, Notice Deadlines, and Governmental Claims

Personal injury claims may be affected by statutes of limitation, governmental claim requirements, insurance notice deadlines, policy conditions, contractual notice provisions, preservation duties, bankruptcy deadlines, probate deadlines, minor settlement requirements, and other time-sensitive obligations.

You must immediately provide all relevant dates, notices, claim forms, governmental correspondence, insurance documents, photographs, videos, incident reports, medical records, witness information, employment information, and prior claim information. We are not responsible for any deadline, claim, notice requirement, or right that expired before our representation began or that you did not disclose to us in time for reasonable action.

If the matter involves a governmental entity, public employee, public property, public vehicle, public transportation system, school, municipality, state agency, federal agency, or other entity with special notice requirements, you must tell us immediately.

11. Evidence Preservation and Client Conduct

You agree to preserve evidence and not to destroy, alter, delete, repair, dispose of, post, transfer, sell, modify, or conceal potentially relevant evidence, including vehicles, products, clothing, footwear, photographs, videos, text messages, emails, social media posts, location data, device data, medical documents, employment records, receipts, damaged property, and physical objects.

Before repairing a vehicle, disposing of a product, deleting content, contacting witnesses, posting about the incident, signing releases, giving statements, or communicating with adverse insurers or parties, you should consult us.

You also agree not to exaggerate, conceal, or misstate facts and not to post about the incident, injuries, treatment, activities, travel, work, finances, or settlement on social media without considering legal risk.

12. Insurance, Recorded Statements, and Communications

You should promptly send us all communications from insurers, adjusters, defense counsel, investigators, medical providers, lienholders, government agencies, employers, and adverse parties. You should not give recorded statements, sign authorizations, sign releases, settle claims, endorse checks, or communicate about liability, injuries, damages, medical history, prior claims, or settlement with adverse insurers or parties without first consulting us.

You understand that insurers may request broad medical, employment, tax, wage, social media, or background information. We will advise you about requests within the scope of this pre-suit representation, but we may decline to provide information or documents that are not appropriate, not authorized, or outside the agreed scope.

13. Litigation Decision and Possible End of Pre-Suit Scope
If the matter does not resolve pre-suit, we may discuss whether filing suit is appropriate. Filing suit may involve additional risks, costs, deadlines, pleadings, discovery, depositions, experts, court appearances, mediation, trial preparation, and trial.

This pre-suit engagement does not obligate the firm to file a lawsuit or continue representation in litigation. If we agree to handle litigation, that agreement must be confirmed in writing. If we do not agree to handle litigation, we may close the pre-suit matter, provide reasonable notice as required by applicable law and professional rules, and advise you that you may need to promptly consult other counsel to protect your rights.

14. Joint Clients, Derivative Claims, Minors, and Incapacitated Clients
If more than one person may have claims arising from the same incident, including spouses, parents, children, passengers, heirs, estate representatives, guardians, or derivative claimants, we will identify in writing whom we represent. Joint representation may create conflicts if clients disagree about settlement, allocation, testimony, liability, comparative fault, liens, or strategy.

We may require a separate joint representation agreement, conflict waiver, minor settlement agreement, guardianship agreement, probate engagement, or court-approval process when appropriate. Representation of a minor, incapacitated person, estate, or wrongful death beneficiary may involve procedures outside this pre-suit engagement unless expressly included in writing.

Residential Real Estate Purchase or Sale Engagement Letter

Re: Engagement for Residential Real Estate Purchase or Sale Representation — [Buyer / Seller / Property Address / Transaction Name]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with the proposed purchase or sale of residential real estate located at [Property Address]. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This residential real estate purchase or sale engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this residential real estate representation unless this letter, the purchase or sale contract, a rider or addendum, closing instructions, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the residential-real-estate-scope, contract-review, attorney-review, inspection, title, survey, financing, appraisal, disclosure, association, closing, funds-transfer, wire-fraud, and post-closing provisions in this letter control.]

1. Matter and Scope of Representation

You have retained us to represent you in connection with the proposed **[purchase / sale]** of residential real estate located at **[Property Address]**, subject to the exclusions and limitations in this letter. Our representation is limited to this transaction and does not include other real estate, litigation, tax, estate planning, lending, construction, landlord-tenant, zoning, land use, environmental, or post-closing matters unless we separately agree in writing.

Our services may include, as applicable, reviewing and advising on the purchase agreement or sale contract, proposing attorney-review modifications, communicating with the other party's attorney, real estate professionals, lender, and title company as appropriate, reviewing title commitment materials, survey materials, inspection-related provisions, closing figures, deed and transfer documents, and ordinary closing documents, assisting with routine contract contingencies, and attending or assisting with closing within the agreed scope.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, flat fee, or cost deposit is received and cleared. We are not responsible for reviewing or modifying a contract, preserving attorney-review deadlines, inspection deadlines, financing deadlines, title deadlines, closing deadlines, or other time-sensitive rights before that time unless we expressly agree in writing.

2. Services Not Included Unless Separately Agreed

Unless we agree otherwise in a separate written engagement agreement or written amendment, this representation does not include tax advice or tax return preparation; mortgage, financing, credit, or investment advice; title insurance underwriting or any guarantee of title; independent title searches beyond the agreed review of materials provided; survey work, boundary determinations, zoning, land-use, permitting, code-compliance, environmental, engineering, architectural, appraisal, construction, mold, lead paint, radon, flood, insurance, or property-condition advice; litigation, arbitration, mediation as a neutral, earnest-money disputes, specific performance claims, foreclosure, eviction, landlord-tenant matters, condominium or homeowners association disputes, post-closing claims, deed correction, title curative litigation, or enforcement of contract rights after closing; representation of any real estate broker, lender, title company, inspector, surveyor, appraiser, contractor, association, buyer, seller, family member, co-owner, tenant, occupant, or other third party; or representation in any matter not specifically described in this letter.

3. Contract Review, Attorney Review, and Contingencies

Residential real estate contracts may contain short deadlines for attorney review, inspection, mortgage financing, appraisal, title objections, survey objections, association document review, sale-of-existing-home contingencies, repair negotiations, earnest money disputes, possession, and closing. You must provide the signed contract, all addenda, disclosures, inspection reports, lender communications, title materials, survey materials, association documents, and other transaction documents promptly. We are not responsible for any deadline or right that expired before our engagement began or that you did not disclose to us in time for reasonable action.

4. Title, Survey, Liens, and Closing Documents

If title, survey, deed, transfer, payoff, lien, tax, association, or closing documents are part of the transaction, our role is limited to legal review within the agreed scope. Title companies, surveyors, lenders, municipalities, county offices, condominium associations, homeowners associations, and other third parties may provide documents or information that affect closing. Unless we expressly agree in writing, we do not guarantee title, insure title, perform a survey, search all public records independently, issue title insurance, prepare tax returns, verify payoff accuracy, or monitor post-closing recording and disbursement activity by third parties.

5. Inspections, Property Condition, Disclosures, and Repairs

The client remains responsible for investigating the physical condition, value, suitability, use, boundaries, improvements, systems, appliances, fixtures, environmental conditions, permits, code compliance, association restrictions, school districts, taxes, insurance availability, and neighborhood conditions affecting the property. We are not inspectors, appraisers, engineers, architects, contractors, environmental consultants, surveyors, or insurance professionals. If you need advice from those professionals, you should retain them separately.

If inspection issues arise, we may assist with legal communications or contract amendments within the agreed scope. We do not guarantee that the other party will agree to repairs, credits, price reductions, extensions, termination, or any other inspection-related outcome.

6. Financing, Appraisal, and Lender Matters

If you are buying the property, you are responsible for applying for financing, satisfying lender requirements, reviewing loan terms, providing financial information to the lender, obtaining homeowner’s insurance, and determining whether loan terms are acceptable. We do not represent your lender and do not provide financial, mortgage, credit, tax, or investment advice. If financing, appraisal, underwriting, rate-lock, loan approval, or closing disclosure issues arise, we may assist with legal issues within the agreed scope but cannot guarantee financing approval, appraisal value, loan terms, or closing.

7. Seller-Specific Responsibilities
If you are selling the property, you are responsible for providing accurate information about ownership, occupancy, liens, mortgages, judgments, taxes, assessments, association obligations, leases, permits, code issues, disclosures, defects, repairs, personal property, fixtures, and any other facts that may affect the transaction. You must promptly provide mortgage payoff information, title documents, prior surveys, association documents, municipal inspection information, tax information, and any notices or claims affecting the property.

8. Buyer-Specific Responsibilities
If you are buying the property, you are responsible for deciding whether the property is acceptable, arranging inspections, reviewing association documents, obtaining financing, securing insurance, reviewing loan disclosures, confirming funds needed to close, and determining whether to proceed, renegotiate, or terminate under the contract. You should not waive inspection, financing, title, survey, appraisal, association, or other contingencies without understanding the legal and practical consequences.

9. Condominium, Cooperative, and Homeowners Association Matters
If the property is subject to a condominium association, cooperative, homeowners association, common-interest community, or similar arrangement, association documents may affect assessments, reserves, special assessments, rules, leasing restrictions, pet restrictions, parking, storage, insurance, repairs, litigation, governance, and future obligations. Unless separately agreed in writing, our role is limited to reviewing association materials provided to us within the transaction scope and does not include association litigation, governance advice, reserve analysis, engineering review, or financial audit.

10. No Guarantee of Closing or Outcome
We will use our professional judgment and reasonable efforts on your behalf within the agreed scope of this representation. However, we have not made and cannot make any promise or guarantee that the transaction will close, that closing will occur by any particular date, that financing will be approved, that the property will appraise for the contract price, that title, survey, inspection, repair, disclosure, association, municipal, lender, payoff, funding, possession, or closing issues will be resolved, that the other party or any third party will perform as expected, or that you will obtain any particular legal, financial, or practical outcome. Residential real estate transactions depend on many factors outside our control, including contract terms, buyer and seller performance, lender underwriting, title company requirements, inspection results, appraisal results, association or municipal requirements, wire-transfer and funding issues, market conditions, and decisions by third parties. You remain responsible for deciding whether to proceed, renegotiate, extend, terminate, close, or take any other action available under the contract after considering our legal advice and any advice from other appropriate professionals.

11. Wire Fraud, Funds Transfer, and Cybersecurity
Residential real estate transactions are frequent targets for wire fraud, business email compromise, spoofed messages, fraudulent payoff instructions, altered closing statements, and last-minute changes to wiring, payoff, funding, escrow, or delivery instructions. You must independently verify all wiring instructions, payoff instructions, funding instructions, payment directions, account information, and any changes to those instructions by telephone using a trusted number obtained from a verified source, not a number, link, portal message, text message, changed instruction, or other electronic communication. You should not send funds, authorize a wire, approve a payoff, deliver a cashier’s check, or rely on changed instructions until that independent verification has been completed.

The firm will not change wiring, payoff, escrow, or disbursement instructions by email alone. If you receive suspicious communications, unexpected links, changed instructions, urgency requests, inconsistent payment information, or communications purporting to come from the firm, the other party, a broker, lender, title company, escrow agent, settlement agent, payoff recipient, municipality, association, or other transaction participant, you must notify us immediately before taking action. You are responsible for taking reasonable steps to protect your own email, phone, banking, and document-sharing access and for verifying the authority of any person requesting or approving a transfer of funds or release of documents.

Unless the firm expressly accepts escrow, settlement-agent, disbursing-agent, closing-agent, or similar duties in writing, our role does not include guaranteeing the security, accuracy, authorization, payment controls, or communications of any buyer, seller, lender, title company, escrow agent, settlement agent, broker, bank, payoff recipient, municipality, association, electronic-signature platform, document-sharing provider, or other third party. If the firm handles funds, disbursement will be subject to applicable trust-account rules, written instructions accepted by the firm, identity and authority verification, and cleared-funds requirements. The firm is not responsible for losses caused by fraudulent instructions, compromised accounts, third-party system failures, unauthorized approvals, platform compromises, or funds sent to an unauthorized recipient unless caused by the firm’s own conduct as determined by applicable law.

Commercial Real Estate Purchase/Sale Engagement Letter

Re: Engagement for Commercial Real Estate Purchase/Sale Representation — [Buyer / Seller / Property / Transaction Name]

Dear [Authorized Client Representative]:

Thank you for asking [Law Firm Name] to represent [Client Name] in connection with a proposed commercial real estate purchase, sale, exchange, or related transaction involving [Property Address / Property Description]. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out the client's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This commercial real estate purchase or sale engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this commercial real estate transaction unless this letter, the purchase or sale agreement, escrow instructions, closing instructions, a matter-specific work order, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the commercial-real-estate-scope, transaction-role, authorized-representative, purchase-agreement, due-diligence, title, survey, financing, tenant, environmental, zoning, land-use, closing, third-party-reliance, and post-closing provisions in this letter control.]

1. Transaction Role and Authorized Representatives

The client has retained us to act as legal counsel for the client in connection with **[describe proposed transaction]**. The client designates the following individuals as authorized to request legal services, provide instructions, approve strategy, approve documents, approve invoices, and make transaction decisions for the client: **[names and titles]**. If the transaction involves affiliated entities, special purpose entities, joint ventures, co-owners, or related parties, the client must identify each relevant party so that the firm can evaluate conflicts and clarify who is and is not represented.

2. Matter and Scope of Representation

Our services may include, as applicable and as requested by the client, reviewing or preparing a letter of intent, purchase and sale agreement, amendments, escrow instructions, closing checklist, closing documents, assignments, bills of sale, deeds, transfer documents, entity authority documents, title and survey objection letters, closing statements, and other customary documents necessary to negotiate, document, sign, and close the commercial real estate transaction within the agreed scope.

Our representation begins only after this engagement letter is signed by an authorized representative, accepted by the firm, and any required advance fee deposit, retainer, or project fee is received and cleared. We are not responsible for transaction deadlines, due diligence periods, financing deadlines, title objection deadlines, survey objection deadlines, inspection periods, notice deadlines, earnest money deadlines, closing dates, or other time-sensitive matters before that time unless we expressly agree in writing.

3. Purchase Agreement, Deal Terms, and Business Decisions

We will provide legal advice and legal risk analysis regarding the transaction documents within the agreed scope. The client remains responsible for business, financial, operational, investment, tax, accounting, financing, insurance, environmental, construction, leasing, property-management, and strategic decisions, including purchase price, sale price, deposit amount, inspection rights, financing terms, closing conditions, allocation of costs, repair obligations, representations and warranties, indemnities, post-closing obligations, and whether to sign or close the transaction.

4. Due Diligence

Commercial real estate due diligence may involve title, survey, zoning, land use, environmental, building condition, engineering, structural, ADA, fire code, utility, tax, lease, rent roll, service contract, insurance, financing, tenant estoppel, lender, governmental, and operational issues. Unless we agree otherwise in writing, our role is limited to legal due diligence within the agreed scope. The client remains responsible for business, financial, physical, environmental, engineering, construction, market, tax, accounting, insurance, and operational diligence and may need accountants, tax advisors, environmental consultants, surveyors, engineers, architects, appraisers, lenders, brokers, insurance professionals, zoning consultants, or other specialists.

5. Title, Survey, and Objection Deadlines

If included in the scope, we may review title commitments, title exceptions, deeds, easements, covenants, restrictions, liens, mortgages, judgments, tax matters, survey matters, access issues, and proposed title objection or response letters. Title and survey review often involve short and strictly enforced deadlines. The client must promptly provide all title commitments, exception documents, surveys, plats, ALTA materials, zoning reports, title updates, payoff information, and related notices. Unless we expressly agree in writing to monitor a specific deadline, the client remains responsible for identifying and promptly providing all deadline-related information in time for reasonable action.

6. Financing, Lender Requirements, and Closing Conditions

The transaction may depend on acquisition financing, construction financing, assumption of debt, payoff of existing debt, lender approval, loan documents, guaranties, title endorsements, survey requirements, appraisals, environmental reports, entity authority, tenant estoppels, SNDA agreements, municipal approvals, tax prorations, escrow arrangements, and other closing conditions. Unless we expressly agree in writing, we do not represent the lender and are not responsible for obtaining financing, negotiating loan terms, satisfying lender underwriting requirements, confirming business feasibility, or ensuring that all non-legal closing conditions are satisfied.

7. Leases, Tenants, and Property Operations

If the property is leased or occupied, the transaction may involve leases, amendments, guarantees, rent rolls, security deposits, tenant defaults, tenant improvement obligations, options, rights of first refusal, exclusives, estoppels, subordination and nondisturbance agreements, service contracts, property management agreements, licenses, concessions, and occupancy issues. Unless lease review is expressly included, we are not responsible for reviewing every lease or operational document. The client remains responsible for confirming tenant economics, occupancy status, rent collections, operating expenses, maintenance obligations, and business assumptions.

8. Environmental, Zoning, Land Use, and Physical Condition Matters

Commercial real estate transactions may involve environmental conditions, hazardous substances, underground storage tanks, wetlands, stormwater issues, zoning, permitted use, nonconforming use, parking, signage, subdivision, access, building code, fire code, ADA accessibility, permits, certificates of occupancy, utilities, and physical-condition issues. Unless expressly included in writing, we do not conduct environmental testing, zoning verification, engineering review, code compliance review, survey work, appraisal work, construction review, or physical inspection. The client should retain qualified consultants when appropriate.

9. Services Not Included Unless Separately Agreed

Unless we agree otherwise in a separate written engagement agreement, matter-specific work order, or written amendment, this representation does not include tax advice or tax return preparation; accounting, investment, financing, underwriting, loan-brokerage, appraisal, market, insurance, environmental, engineering, architectural, construction, property-management, operational, or business advice; environmental testing or remediation work; zoning verification, land-use approvals, permitting, code-compliance analysis, ADA accessibility review, certificate-of-occupancy review, subdivision work, utility analysis, signage review, parking analysis, or governmental entitlement work; physical inspections, structural review, survey work, boundary determinations, title insurance underwriting, title guarantees, or independent title searches beyond the agreed review of materials provided; lease audits, tenant economics, rent-roll verification, tenant-credit analysis, property-management review, or operational due diligence beyond agreed legal review; negotiation of loan documents, lender representation, securities, syndication, investor, fund-raising, joint-venture, entity formation, tax-deferred exchange, or regulatory work unless specifically included; litigation, arbitration, mediation as a neutral, foreclosure, receivership, bankruptcy, eviction, condemnation, title-curative litigation, post-closing disputes, enforcement of contract rights after closing, claims involving brokers, tenants, lenders, title companies, escrow agents, consultants, contractors, governmental authorities, or other third parties; or representation in any matter not specifically described in this letter.

10. Wire Fraud, Funds Transfer, and Cybersecurity

Commercial real estate transactions are frequent targets for wire fraud, business email compromise, spoofed messages, fraudulent payoff instructions, altered settlement statements, compromised data-room communications, and last-minute changes to wiring, escrow, payoff, funding, or delivery instructions. The client must independently verify all wiring instructions, payoff instructions, escrow instructions, funding instructions, payment directions, account information, and any changes to those instructions by telephone using a trusted number obtained from a verified source, not a number, link, portal message, or contact information provided only in an email, text message, data room, changed instruction, or other electronic communication. The client should not send funds, authorize a wire, approve a payoff, release documents, deliver a cashier's check, or rely on changed instructions until that independent verification has been completed and documented.

The firm will not change wiring, payoff, escrow, or disbursement instructions by email alone. If the client receives suspicious communications, unexpected links, changed instructions, urgency requests, inconsistent payment information, data-room alerts, or communications purporting to come from the firm, the other party, a broker, lender, title company, escrow agent, settlement agent, servicer, payoff recipient, consultant, or other transaction participant, the client must notify us immediately before taking action. The client is responsible for maintaining appropriate internal controls for transaction approvals, dual authorization of significant payments, user access to data rooms and document-sharing platforms, secure handling of confidential transaction materials, and verification of authority for any person requesting or approving a transfer of funds or release of documents.

Unless the firm expressly accepts escrow, settlement-agent, disbursing-agent, closing-agent, or similar duties in writing, our role does not include guaranteeing the security, accuracy, authorization, payment controls, or communications of any buyer, seller, lender, title company, escrow agent, settlement agent, broker, property manager, tenant, servicer, bank, payoff recipient, consultant, governmental authority, data-room provider, electronic-signature platform, or other third party. If the firm handles funds, disbursement will be subject to applicable trust-account rules, written instructions accepted by the firm, identity and authority verification, and cleared-funds requirements. The firm is not responsible for losses caused by fraudulent instructions, compromised accounts, third-party system failures, unauthorized internal approvals, data-room or platform compromises, or funds sent to an unauthorized recipient unless caused by the firm's own conduct as determined by applicable law.

11. Third-Party Reliance and Use of Work Product
Our advice, documents, drafts, comments, title or survey comments, due diligence summaries, closing checklists, and work product are prepared for the client's use in connection with the transaction described in this letter. No buyer, seller, lender, broker, title company, escrow agent, tenant, investor, guarantor, affiliate, consultant, or other third party may rely on our work unless we expressly agree in writing. We do not undertake duties to non-clients by providing drafts, participating in negotiations, attending closing, or allowing our work to be shared.

Real Estate Closing/Settlement Representation Engagement Letter

Re: Engagement for Real Estate Closing/Settlement Representation — [Buyer / Seller / Borrower / Lender / Property / Transaction Name]

Dear [Client Name / Authorized Client Representative]:

Thank you for asking [Law Firm Name] to represent [Client Name] in connection with the closing or settlement of the real estate transaction involving [Property Address / Property Description]. This engagement letter confirms the limited nature of our closing or settlement representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out the client's responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This real estate closing or settlement engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this limited closing or settlement representation unless this letter, closing instructions, escrow instructions, lender instructions, title-company instructions, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the limited-closing-scope, settlement-document, escrow, title, survey, financing, deadline, funds-transfer, wire-fraud, closing-security, third-party-reliance, and closing-completion provisions in this letter control.]

1. Limited Closing/Settlement Scope

You have retained us only to assist with the closing or settlement tasks specifically identified in this letter. Our services may include, as applicable, reviewing closing documents, reviewing the settlement statement or closing disclosure, communicating with the client, opposing counsel, title company, escrow agent, lender, broker, or closing participants, addressing routine closing questions, assisting with execution and delivery of documents, confirming agreed closing conditions within the limited scope, and attending or facilitating closing if requested and agreed.

This is not a full transactional representation unless expressly stated in writing. We are not responsible for negotiating the purchase agreement, monitoring all contract deadlines, conducting full due diligence, investigating the property, obtaining financing, resolving title defects, negotiating loan documents, reviewing every lease or service contract, or handling post-closing matters unless those services are specifically included in this engagement or later added by written amendment.

2. Matter and Transaction Information

The transaction covered by this engagement is: **[describe transaction, property, parties, contract date, closing date, title company, lender, escrow agent, and transaction role]**. The client must promptly provide the signed contract, amendments, riders, title commitment, survey, lender documents, closing instructions, settlement statement, payoff information, inspection notices, financing notices, title notices, escrow instructions, and all other documents relevant to the closing.

3. Timing and Deadlines

Real estate closings often involve short and strictly enforced deadlines, including inspection periods, attorney review periods, title objection deadlines, survey objection deadlines, financing contingency deadlines, earnest money deadlines, closing dates, payoff deadlines, recording deadlines, and funding deadlines. Unless we expressly agree in writing to monitor a specific deadline, the client remains responsible for identifying all deadlines and providing documents and information in time for reasonable action.

4. Title, Survey, and Closing Documents
If included in the scope, we may review the title commitment, selected title exceptions, deed, mortgage or deed of trust, settlement statement, closing disclosure, affidavits, transfer declarations, escrow instructions, payoff statements, authority documents, and other ordinary closing documents. Unless specifically included, our review does not include a full title opinion, title insurance coverage analysis, survey analysis, boundary determination, zoning verification, environmental review, lease review, tax analysis, or litigation over title or survey defects.

5. Financing and Lender Issues
If the transaction involves financing, the client remains responsible for obtaining loan approval, satisfying lender requirements, reviewing business and financial loan terms, providing lender documents, complying with funding conditions, and confirming that loan proceeds are available for closing. Unless we expressly agree otherwise, we do not represent the lender, negotiate loan terms, provide financing advice, guarantee loan approval, or confirm the business suitability of any loan product.

6. Escrow, Settlement Funds, and Disbursements
If we are asked to receive, hold, or disburse funds or documents, that role must be expressly confirmed in writing and may require separate escrow instructions. Unless we expressly accept escrow or settlement-agent duties, we are not acting as escrow agent, title company, settlement agent, disbursing agent, lender's agent, or closing protection provider. Any funds handled by the firm will be handled in accordance with applicable trust-account rules, written instructions, and cleared-funds requirements.

7. Services Not Included Unless Separately Agreed
Unless we agree otherwise in a separate written engagement agreement, closing instruction accepted by the firm, escrow instruction accepted by the firm, matter-specific work order, or written amendment, this limited closing or settlement representation does not include negotiating the purchase agreement or other material transaction terms; monitoring all contract deadlines or contingencies; conducting full title, survey, zoning, land-use, environmental, property-condition, lease, association, tax, financing, business, or operational due diligence; performing independent title searches; issuing title opinions; underwriting or guaranteeing title insurance; resolving title defects, survey objections, boundary disputes, lien disputes, payoff disputes, or ownership disputes beyond agreed closing review; negotiating loan documents or providing financing, credit, mortgage, investment, tax, accounting, appraisal, inspection, engineering, construction, insurance, or business advice; acting as title company, title insurer, escrow agent, settlement agent, disbursing agent, lender's agent, closing protection provider, or closing agent unless we expressly accept that role in writing; holding or disbursing funds except under written instructions accepted by the firm; representing any lender, title company, escrow agent, settlement agent, broker, buyer, seller, borrower, tenant, guarantor, affiliate, inspector, surveyor, appraiser, contractor, association, or other third party; litigation, arbitration, mediation as a neutral, foreclosure, eviction, bankruptcy, condemnation, title-curative litigation, earnest-money disputes, enforcement of contract rights, or post-closing claims; or representation in any matter not specifically described in this letter.

8. Wire Fraud, Fund Transfers, and Cybersecurity
Real estate closings and settlements are frequent targets for wire fraud, business email compromise,

spoofed messages, fraudulent payoff instructions, altered settlement statements, and last-minute changes to wiring or delivery instructions. You must independently verify all wiring instructions, payoff instructions, funding instructions, escrow instructions, payment directions, and any changes to those instructions by telephone using a trusted number obtained from a verified source, not a number or link provided only in an email, text message, portal message, or changed instruction. You should not send funds, authorize a wire, deliver a cashier's check, approve a payoff, or rely on changed instructions until you have completed that independent verification. The firm will not change wiring, payoff, or disbursement instructions by email alone. If you receive suspicious communications, unexpected links, changed instructions, urgency requests, or inconsistent payment information, notify us immediately before taking action. Unless we expressly accept escrow, settlement-agent, disbursing-agent, or closing-agent duties in writing, our role does not include guaranteeing the security of any title company, lender, broker, escrow agent, settlement agent, bank, municipality, association, counterparty, or other third-party system or communication. If the firm handles funds, disbursement will be subject to applicable trust-account rules, written instructions accepted by the firm, identity and authority verification, and cleared-funds requirements. The firm is not responsible for losses caused by fraudulent instructions, compromised accounts, third-party system failures, or funds sent to an unauthorized recipient unless caused by the firm's own conduct as determined by applicable law.

9. Third-Party Reliance and Use of Work Product

Our advice, document comments, closing document review, settlement statement review, correspondence, and work product are prepared for the client's use in connection with the closing or settlement matter described in this letter. No buyer, seller, lender, broker, real estate agent, title company, escrow agent, settlement agent, inspector, surveyor, tenant, investor, guarantor, affiliate, counterparty, or other third party may rely on our work unless we expressly agree in writing. We do not undertake duties to non-clients by reviewing closing documents, communicating with closing participants, attending closing, or allowing our work to be shared.

Individual Estate Planning Engagement Letter

Re: Engagement for Individual Estate Planning Representation — [Client Name]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with your individual estate planning. This engagement letter confirms the terms of our representation, identifies who our client is, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]
[This individual estate-planning engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this individual estate-planning representation unless this letter provides a more specific or different estate-planning term. To the extent there is any inconsistency, the estate-planning-scope, client-information, asset-title, beneficiary-designation, trust-funding, capacity, undue-influence, independent-instruction, tax, financial-advice, document-execution, and estate-planning-closing provisions in this letter control.]

1. Matter and Scope of Representation
You have retained us to provide individual estate planning services for you. Depending on your needs and the scope we agree to in writing, our services may include meeting with you, reviewing information you provide about your family, assets, liabilities, fiduciary choices, beneficiary wishes, and planning objectives; advising about estate planning options; preparing drafts of selected estate planning documents; reviewing those drafts with you; revising documents within the agreed scope; and supervising or coordinating execution of final documents.

The documents to be prepared under this engagement are limited to the following, unless modified in writing: [Last Will and Testament / Revocable Trust / Pour-Over Will / Durable Financial Power of Attorney / Health Care Power of Attorney / Advance Directive / HIPAA Authorization / Appointment of Guardian / Tangible Personal Property Memorandum / Trust Certification / Deed / Beneficiary Designation Review / Other: describe].

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, flat fee, or cost deposit is received and cleared. We are not responsible for taking action, preserving deadlines, preparing documents, reviewing asset titles, changing beneficiary designations, transferring assets, or communicating with third parties before that time unless we expressly agree in writing.

Unless we agree otherwise in a separate written engagement agreement or written amendment, this representation does not include tax return preparation, accounting advice, investment advice, financial planning, insurance advice, Medicaid or public-benefits planning, elder-law planning, asset-protection planning, business succession planning, charitable planning, special needs planning, probate, trust administration, guardianship or conservatorship proceedings, litigation, will contests, trust contests, fiduciary disputes, real estate closings, title searches, title insurance, appraisal work, valuation services, family law, bankruptcy, criminal defense, immigration advice, or representation in any matter not specifically described in this letter.

2. Information Supplied by Client
Your estate plan will be based on the personal, family, financial, asset, liability, tax, beneficiary, fiduciary, and health-related information you provide to us. You are responsible for providing complete, accurate, and current information, including information about prior estate planning documents, marriages, divorces, children, dependents, blended-family issues, beneficiaries with special circumstances, business interests, retirement accounts, life insurance, real estate, digital assets, debts, pending claims, tax concerns, and any agreements or court orders that may affect your estate plan.

Unless we expressly agree in writing, we will not independently investigate or verify every asset, title, beneficiary designation, account balance, insurance policy, tax attribute, family relationship, or special circumstance. If the information you provide is incomplete, inaccurate, or later changes, the estate plan may not work as intended.

3. Asset Titles, Beneficiary Designations, and Trust Funding
Many estate planning results depend on how assets are titled and how beneficiary designations are completed. Wills and trusts may not control assets that pass by beneficiary designation, transfer-on-death designation, payable-on-death designation, joint tenancy, survivorship rights, contract, retirement plan rules, insurance policy terms, or other nonprobate transfer methods.

If your estate plan includes a revocable trust, the trust may need to be funded by retitling assets, changing beneficiary designations, executing deeds, assigning interests, or taking other steps. Unless this engagement expressly includes trust funding services, deed preparation, beneficiary designation changes, or confirmation of completed transfers, you remain responsible for implementing those recommendations. Once we make recommendations, we are not responsible for ensuring that you follow them unless we expressly agree in writing.

4. Capacity, Undue Influence, and Independent Instructions
Estate planning requires that you have legal capacity and that your decisions reflect your own wishes. We may require private communications with you outside the presence of family members, beneficiaries, caregivers, advisors, or others. We may decline or suspend representation if we believe there are concerns about capacity, coercion, undue influence, fraud, abuse, inability to communicate independently, or inability to provide informed instructions.

We may recommend or require additional safeguards, such as a medical capacity evaluation, separate meeting, independent witnesses, exclusion of interested persons from meetings, additional documentation, or postponement of signing. We do not guarantee that any estate planning document will be immune from challenge.

Communications between you and the firm are generally confidential and may be protected by attorney-client privilege. You should not forward our legal advice to others, post about your estate plan online, or include third parties in communications with us unless we have discussed the potential effect on confidentiality and privilege. Including family members, beneficiaries, fiduciaries, financial advisors, accountants, caregivers, or other third parties in meetings or correspondence may waive or compromise confidentiality or privilege.

You agree to be truthful, complete, and timely in communicating with us; provide requested information and documents; review drafts carefully; tell us promptly about errors, omissions, changed facts, new assets, changed family circumstances, changed fiduciary choices, changed beneficiary intentions, tax concerns, creditor issues, health changes, pending marriage or divorce, births, deaths, adoptions, incapacity concerns, business changes, or other developments that may affect your estate plan; and sign documents only after you understand and approve them.

You should not assume that a draft document is legally effective. Estate planning documents are generally not effective until properly finalized, executed, witnessed, notarized, delivered, recorded, funded, or otherwise completed as required by applicable law and the document's terms.

5. Third-Party Participation, Family Members, and Advisors
Our client in this individual estate planning matter is you alone. Unless we expressly agree in a separate written engagement agreement, we do not represent your spouse, domestic partner, children, parents, siblings, other family members, beneficiaries, heirs, nominated fiduciaries, agents under powers of attorney, trustees, personal representatives, guardians, conservators, caregivers, accountants, financial advisors, insurance professionals, bankers, brokers, business partners, charitable organizations, or any other person or entity.

At your request, we may communicate with or include family members, fiduciaries, advisors, caregivers, or other third parties in meetings or correspondence to help gather information, coordinate planning, or implement your instructions. Their participation does not make them our clients and does not authorize them to direct the representation, make decisions for you, receive legal advice for their own benefit, or rely on our work unless we separately agree in writing. You remain responsible for making all estate planning decisions and for confirming that the plan reflects your own wishes.

Including third parties in communications with us may affect confidentiality and attorney-client privilege. Information shared in the presence of, copied to, or forwarded to a third party may not be protected from disclosure to the same extent as private communications between you and the firm. We may require private meetings or direct communications with you, may decline to discuss certain issues in the presence of others, and may suspend or withdraw from representation if we believe a third party is attempting to influence, pressure, coerce, or control your estate planning decisions. If a third party asks for legal advice, has interests that may differ from yours, seeks to benefit from your estate plan, or later becomes involved in a dispute, that person should obtain independent counsel.

6. Tax, Financial, and Other Professional Advice
Estate planning may involve estate, gift, generation-skipping transfer, income tax, property tax, retirement plan, insurance, business, accounting, investment, public-benefits, and financial-planning issues. We may identify issues for consideration, but unless tax or financial advice is expressly included in writing, you are responsible for obtaining advice from qualified tax, accounting, investment, insurance, financial-planning, benefits, or other professionals. We are not responsible for preparing tax returns or financial projections unless separately agreed in writing.

We will use our professional judgment and reasonable efforts on your behalf. However, estate planning outcomes depend on many facts and legal considerations, including information you provide, asset titles, beneficiary designations, future law changes, tax rules, family circumstances, fiduciary conduct, financial institution requirements, court decisions, document execution, trust funding, and actions by third parties. We have not made and cannot make any promise or guarantee that your estate plan will avoid probate, avoid tax, prevent disputes, prevent creditor claims, prevent challenges, accomplish every planning goal, or remain appropriate after future changes in law or circumstances.

Joint Spousal Estate Planning Engagement Letter

Re: Engagement for Joint Spousal Estate Planning Representation — [Spouse 1 Name] and [Spouse 2 Name]

Dear [Spouse 1 Name] and [Spouse 2 Name]:

Thank you for asking [Law Firm Name] to represent both of you in connection with your estate planning. This engagement letter confirms the terms of our joint representation, identifies who our clients are, explains the special risks and responsibilities involved when spouses are represented together, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This joint spousal estate-planning engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this joint estate-planning representation unless this letter provides a more specific or different joint-spousal estate-planning term. To the extent there is any inconsistency, the joint-client, no-secrets, confidentiality, privilege, conflict, informed-consent, capacity, undue-influence, independent-instruction, asset-title, beneficiary-designation, trust-funding, document-execution, and estate-planning-closing provisions in this letter control.]

1. Identity of Joint Clients

Our clients in this matter are **[Spouse 1 Name]** and **[Spouse 2 Name]** jointly and only for the estate planning matter described in this letter. Unless we expressly agree in writing, we do not represent either of you separately in any unrelated matter, and we do not represent your children, parents, siblings, beneficiaries, heirs, fiduciaries, trustees, personal representatives, agents under powers of attorney, guardians, conservators, business entities, charitable organizations, financial advisors, accountants, insurance professionals, or any other person or entity.

Because we would represent both of you, each of you would be our client. We owe professional duties to both of you. Neither spouse may use us as separate personal counsel against the other in this matter, and neither spouse may direct us to act adversely to the other during the joint representation.

2. Matter and Scope of Representation

You have retained us to provide joint estate planning services for both of you. Depending on your needs and the scope we agree to in writing, our services may include meeting with you, reviewing information you provide about your family, assets, liabilities, fiduciary choices, beneficiary wishes, and planning objectives; advising about estate planning options; preparing drafts of selected estate planning documents; reviewing those drafts with you; revising documents within the agreed scope; and supervising or coordinating execution of final documents.

The documents to be prepared under this engagement are limited to the following, unless modified in writing: [Wills / Revocable Trusts / Pour-Over Wills / Durable Financial Powers of Attorney / Health Care Powers of Attorney / Advance Directives / HIPAA Authorizations / Appointment of Guardian / Tangible Personal Property Memoranda / Trust Certifications / Deeds / Beneficiary Designation Review / Other: describe].

Our representation begins only after this engagement letter is signed by both of you, accepted by the firm, and any required advance fee deposit, retainer, flat fee, or cost deposit is received and cleared. We are not responsible for taking action, preserving deadlines, preparing documents, reviewing asset titles, changing beneficiary designations, transferring assets, or communicating with third parties before that time unless we expressly agree in writing.

3. Informed Consent to Joint Representation
Joint representation of spouses can be efficient and helpful when both spouses have shared goals, common planning objectives, and a willingness to provide complete information to one another and to the firm. However, joint representation also creates risks because your interests may differ or become different regarding property ownership, separate property, beneficiary choices, fiduciary appointments, blended-family issues, tax planning, charitable gifts, business interests, creditor concerns, incapacity planning, future divorce or separation, and the disposition of assets at death.

By signing this letter, each of you confirms that you understand the potential benefits and risks of joint representation, have had an opportunity to ask questions, have been encouraged to seek independent legal advice if desired, and consent to our representing both of you jointly in this estate planning matter.

4. No Secrets Between Joint Clients
Because we would represent both of you in the same estate planning matter, information material to the representation cannot be kept confidential by the firm from either joint client. Each of you agrees that we may share with the other spouse any information we receive from either of you that we believe is relevant to the estate planning representation, including information about assets, debts, beneficiary wishes, fiduciary choices, prior estate planning documents, family relationships, separate property, business interests, tax concerns, creditor issues, health concerns, capacity concerns, or changed intentions.

If either of you asks us to keep material estate planning information secret from the other, we may be unable to continue representing both of you and may need to withdraw from representing one or both of you. You should not provide information to us that you expect us to conceal from the other joint client.

5. Confidentiality, Privilege, and Later Disputes Between Spouses
Communications between you and the firm are generally confidential and may be protected by attorney-client privilege as against outsiders. However, joint representation may affect how confidentiality and privilege operate between you. If you later become adverse to each other, communications made during the joint representation may not be confidential as between you to the extent permitted by applicable law.

Neither of you should assume that information provided to us in the joint representation can later be withheld from the other joint client in a dispute between you. If you have concerns about separate interests, confidential information, marital disputes, divorce, separation, property disputes, business disputes, beneficiary choices, or possible claims against the other spouse, you should consult independent counsel before agreeing to joint representation.

6. Potential Conflicts Specific to Spouses
Potential conflicts may include, without limitation, one spouse having children from a prior relationship, one spouse owning separate property or inherited property, unequal asset ownership, different beneficiary preferences, different fiduciary preferences, premarital or postmarital agreements, pending or possible divorce or separation, creditor concerns, business interests, tax planning differences, charitable planning differences, incapacity concerns, long-term care concerns, or disagreement about whether assets should pass outright, in trust, to children, to other family members, to charities, or to

others.

If a conflict develops that prevents us from representing both of you consistent with our professional obligations, we may need to pause work, recommend independent counsel, obtain additional written consent if permitted, or withdraw from representing one or both of you. In some circumstances, we may not be able to continue representing either spouse in the matter.

7. Information Supplied by Clients

Your estate plan will be based on the personal, family, financial, asset, liability, tax, beneficiary, fiduciary, and health-related information you provide to us. Each of you is responsible for providing complete, accurate, and current information, including information about prior estate planning documents, marriages, divorces, children, dependents, blended-family issues, beneficiaries with special circumstances, business interests, retirement accounts, life insurance, real estate, digital assets, debts, pending claims, tax concerns, premarital or postmarital agreements, and any court orders or contracts that may affect your estate plan.

Unless we expressly agree in writing, we will not independently investigate or verify every asset, title, beneficiary designation, account balance, insurance policy, tax attribute, family relationship, agreement, or special circumstance. If information provided by either spouse is incomplete, inaccurate, or later changes, the estate plan may not work as intended.

8. Asset Titles, Beneficiary Designations, and Trust Funding

Many estate planning results depend on how assets are titled and how beneficiary designations are completed. Wills and trusts may not control assets that pass by beneficiary designation, transfer-on-death designation, payable-on-death designation, joint tenancy, survivorship rights, contract, retirement plan rules, insurance policy terms, or other nonprobate transfer methods.

If your estate plan includes revocable trusts, those trusts may need to be funded by retitling assets, changing beneficiary designations, executing deeds, assigning interests, or taking other steps. Unless this engagement expressly includes trust funding services, deed preparation, beneficiary designation changes, or confirmation of completed transfers, you remain responsible for implementing those recommendations. Once we make recommendations, we are not responsible for ensuring that you follow them unless we expressly agree in writing.

9. Capacity, Undue Influence, and Independent Instructions

Estate planning requires that each spouse have legal capacity and that each spouse’s decisions reflect that spouse’s own wishes. We may require private communications with one or both spouses outside the presence of the other spouse, family members, beneficiaries, caregivers, advisors, or others. We may decline or suspend representation if we believe there are concerns about capacity, coercion, undue influence, fraud, abuse, inability to communicate independently, or inability to provide informed instructions.

We may recommend or require additional safeguards, such as a medical capacity evaluation, separate meetings, independent witnesses, exclusion of interested persons from meetings, additional documentation, or postponement of signing. We do not guarantee that any estate planning document will be immune from challenge.

Sincerely,

[Attorney Name]
[Law Firm Name]
Accepted, consented to, and agreed:

Spouse 1 Signature: ______________________________
Printed Name: [Spouse 1 Name]

Spouse 2 Signature: ______________________________
Printed Name: [Spouse 2 Name]

Probate Estate Administration Engagement Letter

Re: Engagement for Probate Estate Administration Representation — Estate of [Decedent Name]

Dear [Personal Representative / Executor / Administrator Name]:

Thank you for asking [Law Firm Name] to represent you in connection with the probate administration of the Estate of [Decedent Name]. This engagement letter confirms the terms of our representation, identifies who our client is and in what capacity, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities as fiduciary. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This probate estate-administration engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this probate matter unless this letter provides a more specific or different probate-administration term. To the extent there is any inconsistency, the fiduciary-capacity, probate-administration, court, creditor, beneficiary, accounting, tax, estate-funds, distribution, and probate-closing provisions in this letter control.]

1. Fiduciary Capacity

Our client in this matter is **[Personal Representative / Executor / Administrator Name]** only, in that person's fiduciary capacity as nominated or appointed personal representative, executor, administrator, or other estate fiduciary for the Estate of [Decedent Name]. Unless we expressly agree in writing, we do not represent you in your individual capacity, any beneficiary, heir, devisee, legatee, creditor, surviving spouse, family member, co-fiduciary, trustee, trust, business entity, accountant, financial advisor, real estate agent, or any other person or entity.

If you are also a beneficiary or heir, our representation of you as fiduciary does not include representing you personally in any dispute over your individual share, priority, claim, distribution, compensation, surcharge exposure, or rights against the estate or other interested persons. If an individual-capacity issue arises, you may need separate counsel.

2. Matter and Scope of Representation

You have retained us to represent you in connection with opening, administering, and closing a probate estate for [Decedent Name] in [Court / County / Jurisdiction], subject to the limitations in this letter. Our services may include, as applicable, reviewing the will and related documents, preparing and filing a petition or application for probate or appointment, assisting with required notices, advising you about fiduciary duties, communicating with the court and interested persons regarding routine administration, helping identify probate assets and liabilities, advising about inventory and accounting obligations, advising about creditor claims, preparing routine court filings within the agreed scope, assisting with distribution procedures, and preparing documents needed to close the estate.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, filing fee, or cost deposit is received and cleared. We are not responsible for filing a petition, preserving deadlines, giving notices, opening an estate account, protecting assets, responding to creditors, communicating with beneficiaries, or taking any other action before that time unless we expressly agree in writing.

3. Fiduciary Duties and Decision-Making Authority
As personal representative, executor, administrator, or fiduciary, you are responsible for administering the estate in accordance with applicable law, court orders, the will if any, and your fiduciary duties. These duties may include duties of loyalty, impartiality, care, disclosure, recordkeeping, asset protection, prudent administration, proper distribution, and avoidance of self-dealing. We will provide legal advice within the agreed scope, but you remain responsible for fiduciary decisions and for acting in the best interests of the estate and those entitled to notice or distribution.

You should not distribute assets, pay disputed claims, sell estate property, compensate yourself, reimburse expenses, transfer title, settle disputes, discard records, or make significant estate decisions without first consulting us or obtaining any required court approval.

4. Beneficiaries, Heirs, Creditors, and Other Non-Clients
Although we may communicate with beneficiaries, heirs, creditors, family members, advisors, or other interested persons during the administration, those communications do not create an attorney-client relationship with them. We may provide information about the estate administration when appropriate, but we represent only you in your fiduciary capacity unless a separate written engagement agreement states otherwise.

If a beneficiary, heir, creditor, family member, or other interested person asks for legal advice, disputes your actions, asserts a claim, challenges the will, challenges your appointment, objects to an accounting, or alleges misconduct, we may advise that person to obtain independent counsel. If a dispute becomes contested, additional engagement terms may be required.

5. Information, Documents, and Estate Records
You are responsible for providing complete, accurate, and timely information about the decedent, family relationships, will and codicils, trusts, assets, debts, taxes, prior gifts, beneficiary designations, jointly owned property, real estate, business interests, retirement accounts, life insurance, digital assets, lawsuits, creditor claims, funeral expenses, medical expenses, and any facts that may affect administration.

You must maintain accurate estate records, including receipts, disbursements, bank statements, asset statements, appraisals, invoices, tax records, notices, correspondence, and distribution records. We rely on information you provide and are not responsible for undisclosed assets, omitted debts, inaccurate values, missing beneficiaries, unknown heirs, unreported claims, or facts not provided in time for reasonable action.

6. Probate Assets, Nonprobate Assets, and Trust Property
Probate administration generally concerns assets subject to court-supervised administration. Some assets may pass outside probate by beneficiary designation, transfer-on-death designation, payable-on-death designation, joint tenancy, survivorship rights, trust ownership, contract, retirement plan rules, insurance policy terms, or other nonprobate transfer methods. Unless expressly included in writing, our representation does not include administering trusts, changing beneficiary designations, resolving nonprobate disputes, or advising non-client beneficiaries regarding nonprobate assets.

7. Inventory, Appraisals, Accountings, and Court Filings
The estate may require an inventory, valuation, appraisal, interim accounting, final accounting, report, receipt, waiver, court filing, or other documentation. You are responsible for providing the factual and

financial information needed to prepare those materials. Appraisals, valuations, tax basis determinations, accounting work, and financial calculations may require outside professionals unless we expressly agree to perform or coordinate those services.

You must review all inventories, accountings, reports, petitions, notices, receipts, and proposed filings carefully before signing or approving them. You are responsible for notifying us promptly if any filing is incomplete, inaccurate, outdated, or unclear.

8. Creditor Claims, Expenses, and Distributions
Probate administration may involve notice to creditors, claim periods, creditor objections, payment priority, secured claims, taxes, funeral expenses, administration expenses, family allowances, reimbursement requests, and disputed debts. You must promptly provide all bills, creditor communications, collection notices, tax notices, lawsuits, claims, demands, liens, and payment requests. You should not pay claims, reject claims, prefer one creditor over another, or make distributions without advice regarding priority, timing, and required approvals.

Distributions should generally be made only after appropriate information is gathered, creditor issues are addressed, tax issues are considered, fiduciary fees and expenses are reviewed, required consents or court approvals are obtained, and receipts or releases are prepared when appropriate. Premature or improper distributions may expose you to personal liability.

9. Taxes and Other Professional Advice
Estate administration may involve final individual income tax returns, fiduciary income tax returns, estate tax returns, gift tax issues, generation-skipping transfer tax issues, property tax matters, basis reporting, tax elections, and tax payment obligations. Unless tax return preparation or tax advice is expressly included in writing, you are responsible for retaining qualified tax, accounting, valuation, financial, investment, insurance, real estate, business, or other professionals as needed. We are not responsible for preparing tax returns or financial statements unless separately agreed in writing.

10. Real Estate, Business Interests, and Special Assets
If the estate includes real estate, closely held business interests, professional practices, farm or ranch property, mineral interests, intellectual property, digital assets, cryptocurrency, firearms, vehicles, collectibles, foreign assets, or regulated assets, additional legal, tax, valuation, title, regulatory, or practical issues may arise. Unless expressly included in writing, this engagement does not include real estate sale representation, title clearance, environmental review, business operations advice, securities advice, foreign counsel coordination, asset liquidation, or specialized regulatory work.

We will use our professional judgment and reasonable efforts on your behalf. However, probate outcomes depend on many facts and legal considerations, including court requirements, will validity, heirship, creditor claims, asset values, tax issues, beneficiary conduct, fiduciary decisions, title issues, disputes, market conditions, and applicable law. We have not made and cannot make any promise or guarantee about appointment, timing, cost, creditor outcomes, tax results, beneficiary cooperation, sale proceeds, distribution amounts, court approval, dispute avoidance, or closing date.

11. Estate Funds, Fiduciary Compensation, Attorney Fees, and Reimbursement
Estate funds must be handled in accordance with applicable law, court orders, fiduciary duties, and estate-accounting requirements. You should not commingle estate funds with personal funds. Fiduciary

compensation, attorney fees, reimbursements, and expenses may require disclosure, beneficiary consent, court approval, or other procedures depending on applicable law and the circumstances. We do not guarantee that any fiduciary compensation, attorney fee, reimbursement, or expense will be approved or uncontested.

12. Withdrawal, Termination, and Probate-Specific Closing
You may terminate our representation at any time by written notice, subject to court approval if required after we have appeared in the probate proceeding. We may withdraw from representation with your consent or as permitted or required by applicable law, court rules, and professional rules, including for nonpayment, failure to replenish the retainer, failure to cooperate, failure to provide complete or truthful information, failure to maintain records, breach of fiduciary duties, conflict of interest, disagreement about fiduciary obligations, breakdown in communication, or other good cause. If court approval is required, withdrawal will not be effective until approved or permitted by the court.

13. Acknowledgment and Agreement
By signing below, you acknowledge that you have read this engagement letter, understand its terms, understand that the firm represents you only in your fiduciary capacity unless otherwise agreed in writing, understand that we do not represent beneficiaries, heirs, creditors, or other interested persons, understand the scope and limits of our probate estate administration representation, understand your fiduciary responsibilities, have had an opportunity to ask questions, and agree to retain [Law Firm Name] on the terms stated above. This letter, together with any attached fee schedule, probate checklist, court filing, conflict waiver, or written amendment, constitutes our agreement regarding this representation.

Sincerely,

[Attorney Name]
[Law Firm Name]
Accepted and agreed:

Fiduciary Signature: ______________________________
Printed Name: [Personal Representative / Executor / Administrator Name]
Fiduciary Capacity: ______________________________
Date: ______________________________

Will Contest / Probate Litigation Engagement Letter

Re: Engagement for Will Contest / Probate Litigation Representation — [Estate / Trust / Case Name / Court / Case Number]

Dear [Client Name / Authorized Fiduciary Representative]:

Thank you for asking [Law Firm Name] to represent you in connection with a will contest, contested probate matter, or related probate litigation. This engagement letter confirms the terms of our representation, identifies who our client is and in what capacity, describes the scope and limits of our litigation services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This will contest / probate litigation engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this contested probate or probate litigation representation unless this letter, a court filing, a fee agreement, or a written amendment provides a more specific or different term. To the extent there is any inconsistency, the contested-probate, litigation-scope, capacity, fiduciary, beneficiary, heir, trust, deadline, evidence-preservation, discovery, expert, settlement, court-proceeding, and probate-litigation-closing provisions in this letter control.]

1. Identity of Client and Capacity Represented

Our client in this matter is **[Client Name]** only, in the following capacity: **[individual beneficiary / heir / devisee / legatee / omitted heir / surviving spouse / nominated fiduciary / personal representative / executor / administrator / trustee / fiduciary / other capacity]**. Unless we expressly agree in writing, we do not represent any other beneficiary, heir, family member, fiduciary, co-fiduciary, estate, trust, creditor, witness, accountant, financial advisor, business entity, insurer, or other person or entity.

If you are a fiduciary and also a beneficiary or heir, our representation is limited to the capacity identified in this letter. Fiduciary-capacity representation does not include individual-capacity claims, defenses, surcharge exposure, distribution disputes, fee disputes, removal issues, or personal claims against the estate, trust, beneficiaries, heirs, or other fiduciaries unless separately agreed in writing.

2. Matter and Scope of Representation

You have retained us to represent you in connection with **[describe contested probate matter, will contest, petition, objection, claim, fiduciary dispute, accounting objection, removal petition, capacity dispute, undue influence claim, fraud claim, execution challenge, estate administration dispute, trust-related probate issue, or other proceeding]** pending or anticipated in **[Court / County / Jurisdiction]**, case number **[case number]**, concerning the Estate of **[Decedent Name]** or related estate or trust matter.

Our services may include, as applicable, reviewing estate planning documents and probate filings, evaluating claims and defenses, preparing or responding to pleadings, communicating with opposing counsel and interested persons, conducting factual investigation, preparing discovery requests and responses, reviewing documents, preparing for and attending hearings, participating in mediation or settlement negotiations, preparing dispositive motions or other motions within the agreed scope, preparing for trial, representing you at trial in the trial court, and assisting with ordinary trial-court case-closing tasks within the agreed scope.

3. Services Not Included Unless Separately Agreed
Unless we agree otherwise in a separate written engagement agreement or written amendment, this representation does not include appeals, post-trial motions beyond ordinary trial-court work, trust administration, estate administration outside the contested matter, tax return preparation, estate tax advice, fiduciary income tax advice, accounting services, investment advice, real estate sale or closing services, title work, guardianship or conservatorship proceedings, elder abuse proceedings, financial exploitation claims outside the probate matter, malpractice claims, family law, bankruptcy, criminal defense, immigration advice, public relations, media strategy, or representation in any matter not specifically described in this letter.

4. Deadlines, Standing, and Time-Sensitive Rights
Will contests and probate litigation may involve short and strictly enforced deadlines, including deadlines to object to probate, contest a will, respond to petitions, file claims, object to accountings, seek fiduciary removal, compel an accounting, request discovery, appeal an order, or preserve other rights. You must promptly provide all notices, petitions, orders, letters of office, wills, codicils, trusts, accountings, inventories, correspondence, court filings, and communications you receive.

You are responsible for informing us of all known deadlines and providing documents in time for reasonable action. We are not responsible for any deadline, objection, claim, defense, appeal, or right that expired before our engagement began or that you did not disclose to us in time for reasonable action.

5. Claims, Defenses, and Litigation Risks
Probate litigation may involve claims or defenses concerning testamentary capacity, undue influence, fraud, forgery, duress, mistake, revocation, improper execution, lost or destroyed wills, interpretation of estate planning documents, omitted heirs, elective share or spousal rights, creditor claims, fiduciary misconduct, accounting objections, surcharge, removal, breach of fiduciary duty, distribution disputes, beneficiary designation disputes, asset ownership, or other contested matters.

The merits of any claim or defense depend on applicable law, the burden of proof, admissible evidence, witness credibility, medical records, financial records, drafting attorney files, execution formalities, family history, fiduciary conduct, court discretion, and the facts developed through investigation and discovery. We will evaluate legal options based on the information available, but our preliminary assessment may change as additional facts are discovered.

6. Evidence Preservation and Litigation Hold
You must preserve potentially relevant evidence, including wills, codicils, trusts, powers of attorney, medical records, financial records, attorney correspondence, emails, text messages, photographs, videos, calendars, notes, caregiver records, bank records, brokerage records, beneficiary designation forms, account statements, real estate records, digital records, social media content, voicemail, and other information relating to the decedent, estate, trust, fiduciary conduct, capacity, influence, assets, debts, distributions, and communications among interested persons.

You must not destroy, delete, alter, conceal, transfer, discard, overwrite, or fail to preserve potentially relevant evidence. Before disposing of documents, changing passwords, closing accounts, transferring property, deleting electronic information, communicating with witnesses, or taking action that could affect evidence, you should consult us.

7. Discovery, Witnesses, Experts, and Medical Records

Probate litigation may require written discovery, subpoenas, depositions, medical-record requests, financial-record requests, attorney-file requests, expert review, caregiver testimony, treating provider testimony, handwriting analysis, forensic accounting, appraisal evidence, fiduciary accounting analysis, or other investigation. You are responsible for helping identify witnesses, documents, records, assets, advisors, treating providers, caregivers, and other sources of information.

Experts, consultants, investigators, appraisers, forensic accountants, medical professionals, handwriting experts, and court reporters may be necessary. Unless otherwise agreed in writing, you are responsible for their fees and costs. We do not guarantee that any witness, expert, investigation, discovery request, motion, hearing, mediation, or trial strategy will produce a particular result.

8. Fiduciary Duties, Estate Assets, and Court Orders

If you are serving or seeking to serve as a fiduciary, you may have duties of loyalty, impartiality, disclosure, recordkeeping, asset protection, prudent administration, and compliance with court orders. You should not distribute assets, pay disputed claims, compensate yourself, sell property, settle disputes, alter estate accounts, transfer property, dispose of records, or communicate with interested persons about contested issues without first consulting us or obtaining required court approval.

If you are not a fiduciary, you should not assume authority over estate or trust property, interfere with administration, contact financial institutions as though you control estate assets, or direct fiduciary action unless legally authorized. Unauthorized action may affect your claims, defenses, credibility, or exposure to sanctions or liability.

9. Settlement, Mediation, and Client Authority

We will advise you about settlement options, litigation risks, costs, timing, and alternatives when appropriate. You will make the major decisions regarding settlement, compromise, dismissal, trial, and the objectives of the representation. We will not settle your claims, release your rights, consent to judgment, dismiss claims, waive objections, or agree to material terms without your authority, except as otherwise permitted by law or court order.

Mediation or settlement discussions may be required by court order or may be strategically useful. Settlement may involve tax, fiduciary, family, accounting, real estate, trust administration, estate administration, confidentiality, release, and court-approval issues. Unless separately agreed in writing, we do not provide tax, accounting, investment, or financial planning advice regarding settlement terms.

10. Client Responsibilities

You agree to be truthful, complete, and timely in communicating with us; provide all relevant documents and information; identify all interested persons, witnesses, fiduciaries, advisors, caregivers, health care providers, financial institutions, estate assets, trust assets, debts, claims, prior proceedings, and deadlines; preserve evidence; review pleadings and discovery responses for accuracy; attend meetings, mediation, depositions, hearings, and trial when required; and promptly notify us of new facts, communications, notices, court orders, settlement proposals, asset transfers, or other developments affecting the matter.

You should not contact represented parties, pressure witnesses, discourage testimony, alter records, make accusations publicly, post about the dispute online, distribute estate property, sign releases, enter settlement terms, or take action that could affect the litigation without first consulting us.

11. Communications, Confidentiality, and Privilege
We will communicate with you through [email / client portal / telephone / mail / secure messaging] at the contact information you provide. You are responsible for checking communications regularly and responding promptly. Probate litigation often involves communications with courts, fiduciaries, beneficiaries, heirs, family members, witnesses, accountants, advisors, and opposing counsel. You should not forward our legal advice to non-clients or include third parties in privileged communications unless we have discussed the potential effect on confidentiality and privilege.

Court filings, hearings, discovery responses, and probate records may become public or available to interested persons. If confidentiality, privacy, medical information, financial information, trade secrets, or sensitive family information is a concern, tell us promptly so we can evaluate available protections.

12. Conflicts of Interest
We have conducted a preliminary conflict check based on the information you provided. You agree to promptly provide the names of all relevant persons and entities, including the decedent, surviving spouse, heirs, beneficiaries, devisees, legatees, disinherited persons, omitted heirs, fiduciaries, nominated fiduciaries, trustees, prior fiduciaries, creditors, caregivers, advisors, drafting attorneys, witnesses, experts, financial institutions, business entities, adverse parties, and counsel. If a conflict of interest or material limitation arises, we will inform you and take appropriate action consistent with applicable professional rules.

13. No Guarantee of Outcome
We will use our professional judgment and reasonable efforts on your behalf. However, probate litigation outcomes depend on many facts and legal considerations, including court rulings, burdens of proof, admissible evidence, witness credibility, medical and financial records, expert opinions, fiduciary conduct, estate assets, settlement dynamics, costs, timing, family dynamics, and applicable law. We have not made and cannot make any promise or guarantee about standing, admissibility, settlement, appointment or removal of a fiduciary, validity or invalidity of a will, distribution amount, recovery, fee award, surcharge, trial outcome, appeal outcome, timing, cost, or any other result.

14. Fees, Retainer, Billing, and Costs
Our fees will be billed as follows: [hourly / flat fee for specified phase / contingency where permitted / hybrid arrangement]. If hourly, the current hourly rates are: [Attorney Name] — $[amount]/hour; [Associate Attorney Name] — $[amount]/hour; [Paralegal Name] — $[amount]/hour; and other timekeepers at their customary rates. Time may be billed in increments of [0.1 hour / 0.25 hour]. If flat fee, phase-based, contingency, or hybrid, the fee covers only the services specifically identified in this letter or attached fee schedule and must comply with applicable law and professional rules.

You agree to pay an advance fee deposit, retainer, flat fee, phase fee, contingency percentage, filing fee, or cost deposit of $[amount / percentage]. Unless applicable law or a written agreement provides otherwise, any advance fee deposit will be deposited into the firm’s client trust account and applied to fees and costs as they are earned or incurred. If the matter expands, becomes more contested, requires emergency relief, requires extensive discovery, involves additional parties, requires experts, proceeds to trial, or involves appeals or related proceedings, we may require a separate written agreement or additional payment before performing that work.

You are responsible for all costs and expenses incurred in connection with our representation, including court filing fees, service fees, guardian ad litem fees if applicable, court reporters, transcripts, mediation fees, appraisals, medical records, financial records, expert witnesses, consultants, investigators, forensic accountants, document management, electronic discovery vendors, travel, copying, certified copies, records retrieval, outside counsel, local counsel, and other third-party charges. We may require advance payment before incurring significant costs or retaining outside professionals.

15. Fee Recovery, Estate Payment, and Fiduciary Compensation
In some probate matters, attorney fees, fiduciary fees, litigation expenses, or costs may be requested from an estate, trust, another party, or a fiduciary, depending on applicable law and court approval. We do not guarantee that any fee, cost, reimbursement, sanction, surcharge, or expense will be awarded, approved, paid from estate or trust assets, or collected from another party. You remain responsible for payment unless this letter or a separate written agreement expressly states otherwise.

16. Third-Party Payment of Fees
If someone other than the client pays or guarantees payment of fees, that arrangement must be approved by us in writing. Any third-party payor must understand and agree that the client identified in this letter controls the representation, our professional judgment will not be affected by the payor, and confidential information will not be disclosed to the payor without appropriate consent. The payor may not control litigation strategy, settlement authority, trial decisions, fiduciary decisions, disclosure decisions, or any other legal decision.

17. Withdrawal and Termination
You may terminate our representation at any time by written notice, subject to court approval if we have appeared in a proceeding. We may withdraw from representation with your consent or as permitted or required by applicable law, court rules, and professional rules, including for nonpayment, failure to replenish the retainer, failure to cooperate, failure to provide complete or truthful information, failure to preserve evidence, breach of fiduciary duties, conflict of interest, disagreement about strategy, breakdown in communication, or other good cause. If court approval is required, withdrawal will not be effective until approved or permitted by the court.

18. Conclusion of Representation and File Handling
Unless terminated earlier, our representation will conclude when the will contest or probate litigation matter identified in this letter is resolved by court order, settlement, dismissal, judgment, trial-court disposition, or other final trial-court resolution and reasonable case-closing tasks within the agreed scope are completed, or when we send a closing communication, whichever occurs first. Appeals, enforcement proceedings, reopened estates, new petitions, separate fiduciary litigation, tax matters, trust administration, estate administration, or future disputes require a separate written engagement agreement unless expressly included in this letter.

At the conclusion of the matter, we will retain or dispose of the file in accordance with our file retention policy and applicable law. You should request copies of any documents you want to keep. Original documents, if any, will be returned or handled as required by law, court order, and firm policy.

Beneficiary Representation Engagement Letter

Re: Engagement for Estate Beneficiary Representation — [Estate Name / Court / Case Number]

Dear [Client Name]:

Thank you for asking [Law Firm Name] to represent you in connection with your rights and interests as a beneficiary, heir, devisee, legatee, or interested person in the Estate of [Decedent Name]. This engagement letter confirms the terms of our representation, identifies who our client is and in what capacity, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This beneficiary representation engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this beneficiary representation unless this letter provides a more specific or different beneficiary-representation term. To the extent there is any inconsistency, the beneficiary-capacity, estate-information, fiduciary-communication, objection-deadline, settlement, release, distribution, tax, accounting, and court-proceeding provisions in this letter control.]

1. Identity of Client and Capacity Represented

Our client in this matter is **[Client Name]** only, in the client's capacity as **[beneficiary / heir / devisee / legatee / surviving spouse / interested person / claimant / other capacity]** in connection with the Estate of [Decedent Name]. Unless we expressly agree in writing, we do not represent the estate, personal representative, executor, administrator, trustee, trust, other beneficiaries, heirs, family members, creditors, fiduciaries, accountants, financial advisors, real estate professionals, or any other person or entity.

If you also serve or later become nominated to serve as a fiduciary, this engagement does not include fiduciary-capacity representation unless we enter into a separate written agreement or written amendment. Personal beneficiary interests and fiduciary duties may differ, and separate counsel may be appropriate.

2. Matter and Scope of Representation

You have retained us to advise and represent you regarding your rights and interests in the probate estate or related estate matter described as follows: **[describe estate, court, case number, notice, petition, accounting, inventory, distribution issue, fiduciary communication, or specific beneficiary concern]**.

Our services may include, as applicable, reviewing probate notices, petitions, inventories, accountings, proposed distributions, receipts, releases, fiduciary correspondence, court filings, and estate documents; advising you about your rights to information, notice, accounting, distribution, objection, or court relief; communicating with the fiduciary, fiduciary's counsel, or other interested persons; evaluating whether objections, requests for information, or informal resolution efforts are appropriate; and advising on ordinary beneficiary issues within the agreed scope.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, flat fee, filing fee, or cost deposit is received and cleared. We are not responsible for preserving objection deadlines, filing pleadings, appearing in court, communicating with fiduciaries, or taking other action before that time unless we expressly agree in writing.

3. Services Not Included Unless Separately Agreed
Unless we agree otherwise in a separate written engagement agreement or written amendment, this representation does not include representing the estate or fiduciary, estate administration, trust administration, will contests, trust contests, fiduciary removal proceedings, surcharge claims, contested accounting litigation, creditor litigation, appeals, tax return preparation, estate tax advice, fiduciary income tax advice, accounting services, investment advice, real estate sale or closing services, guardianship or conservatorship proceedings, bankruptcy, criminal defense, family law, immigration advice, or representation in any matter not specifically described in this letter.

4. Beneficiary Rights, Deadlines, and Objections
Beneficiary rights may be affected by short and strictly enforced deadlines, including deadlines to object to a will, object to appointment of a fiduciary, object to an inventory, object to an accounting, challenge fees, object to distributions, contest a petition, respond to a release, appeal an order, or preserve other rights. You must promptly provide every notice, petition, order, accounting, inventory, proposed distribution, release, receipt, waiver, court filing, and communication you receive.

We are not responsible for any deadline, objection, claim, appeal, or right that expired before our engagement began or that you did not disclose to us in time for reasonable action. If litigation or contested relief becomes necessary, we may require a separate written engagement agreement.

5. No Control Over Fiduciary, Estate Assets, or Court
Our role is to advise and advocate for you within the agreed scope. We do not control the personal representative, executor, administrator, trustee, court, estate assets, estate account, timing of administration, creditor claims, tax filings, real estate sales, fiduciary decisions, or distributions. We cannot guarantee that a fiduciary will act promptly, that the court will grant relief, that assets will be available for distribution, or that other interested persons will cooperate.

6. Client Responsibilities
You agree to be truthful, complete, and timely in communicating with us; provide all relevant documents and information; identify all known beneficiaries, heirs, fiduciaries, family members, creditors, witnesses, advisors, assets, debts, disputes, deadlines, and communications; preserve relevant records; review filings and correspondence for accuracy; attend meetings, mediation, hearings, or court conferences when required; and promptly notify us of new notices, court filings, distributions, settlement proposals, fiduciary communications, asset transfers, tax notices, or other developments affecting your interests.

You should not sign receipts, releases, waivers, consents, settlement agreements, distribution agreements, tax elections, fiduciary releases, or other estate documents without first consulting us if those documents relate to the scope of this engagement.

7. Communications, Confidentiality, and Non-Clients
Communications between you and the firm are generally confidential and may be protected by attorney-client privilege. You should not forward our legal advice to other beneficiaries, family members, fiduciaries, accountants, financial advisors, or third parties unless we have discussed the potential effect on confidentiality and privilege. Sharing our advice with non-clients may waive or compromise

confidentiality or privilege.

Although we may communicate with fiduciaries, fiduciary counsel, beneficiaries, heirs, creditors, family members, accountants, advisors, or court personnel, those communications do not create an attorney-client relationship with them. If they need legal advice, they should retain their own counsel.

8. Settlement, Releases, and Distributions
Estate matters may involve proposed settlements, informal accountings, releases, refunding agreements, receipts, waivers, consents, distribution agreements, confidentiality provisions, indemnity obligations, and court approvals. We will advise you about legal risks within the agreed scope, but you will make decisions about whether to settle, object, consent, release claims, or accept a distribution.

9. Taxes, Accounting, and Other Professional Advice
Estate distributions, beneficiary rights, fiduciary accountings, settlement terms, retirement accounts, tax elections, basis issues, estate taxes, income taxes, and inheritance-related issues may have tax, accounting, financial, or investment consequences. Unless expressly included in writing, we do not provide tax return preparation, accounting, investment, financial planning, valuation, or insurance advice. You are responsible for obtaining advice from qualified professionals as needed.

10. Conflicts of Interest
We have conducted a preliminary conflict check based on the information you provided. You agree to promptly provide the names of all relevant persons and entities, including the decedent, surviving spouse, heirs, beneficiaries, devisees, legatees, omitted heirs, fiduciaries, trustees, creditors, caregivers, advisors, accountants, financial institutions, business entities, adverse parties, and counsel. If a conflict of interest or material limitation arises, we will inform you and take appropriate action consistent with applicable professional rules.

11. No Guarantee of Outcome
We will use our professional judgment and reasonable efforts on your behalf. However, beneficiary representation outcomes depend on many facts and legal considerations, including the will or trust terms, probate filings, fiduciary conduct, court rulings, creditor claims, tax issues, asset values, estate liquidity, accounting records, family dynamics, settlement positions, and applicable law. We have not made and cannot make any promise or guarantee about distribution amount, timing, fiduciary action, court approval, accounting outcome, settlement, fee recovery, tax result, or any other result.

12. Fees, Retainer, Billing, and Costs
Our fees will be billed as follows: [hourly / flat fee / phase-based flat fee / hybrid arrangement]. If hourly, the current hourly rates are: [Attorney Name] — $[amount]/hour; [Associate Attorney Name] — $[amount]/hour; [Paralegal Name] — $[amount]/hour; and other timekeepers at their customary rates. Time may be billed in increments of [0.1 hour / 0.25 hour]. If flat fee or phase-based, the fee covers only the beneficiary representation services specifically identified in this letter or attached fee schedule.

You agree to pay an advance fee deposit, retainer, flat fee, phase fee, filing fee, or cost deposit of $[amount]. Unless applicable law or a written agreement provides otherwise, any advance fee deposit will be deposited into the firm’s client trust account and applied to fees and costs as they are earned or incurred. If the matter becomes contested, requires court filings, expands to litigation, involves complex tax or accounting issues, requires experts, or otherwise changes materially, we may require a separate written agreement or additional payment before performing that work.

You are responsible for all costs and expenses incurred in connection with our representation, including court filing fees, service fees, certified copies, records retrieval, court reporters, transcripts, mediation fees, experts, appraisers, forensic accountants, tax advisors, local counsel, outside counsel, travel, copying, electronic filing charges, and other third-party charges. We may require advance payment before incurring significant costs or retaining outside professionals.

13. Third-Party Payment of Fees

If someone other than you pays or guarantees payment of your fees, that arrangement must be approved by us in writing. Any third-party payor must understand and agree that you are the client, our professional judgment will not be affected by the payor, and confidential information will not be disclosed to the payor without your informed consent. The payor may not control strategy, objections, settlement authority, release decisions, communications, or any other legal decision.

14. Withdrawal and Termination

You may terminate our representation at any time by written notice, subject to court approval if we have appeared in a proceeding. We may withdraw from representation with your consent or as permitted or required by applicable law, court rules, and professional rules, including for nonpayment, failure to replenish the retainer, failure to cooperate, failure to provide complete or truthful information, failure to preserve evidence, conflict of interest, disagreement about strategy, breakdown in communication, or other good cause. If court approval is required, withdrawal will not be effective until approved or permitted by the court.

15. Conclusion of Representation and File Handling

Unless terminated earlier, our representation will conclude when the beneficiary matter identified in this letter is resolved within the agreed scope, when the specific advice, review, objection, communication, or negotiation has been completed, when we send a closing communication, or when you do not request further work for a reasonable period, whichever occurs first. Future estate disputes, will contests, trust contests, fiduciary litigation, appeals, tax matters, trust administration, estate administration, reopened estate matters, or additional beneficiary issues require a separate written engagement agreement unless expressly included in this letter.

At the conclusion of the matter, we will retain or dispose of the file in accordance with our file retention policy and applicable law. You should request copies of any documents you want to keep. Original documents, if any, will be returned or handled as required by law and firm policy.

16. Acknowledgment and Agreement

By signing below, you acknowledge that you have read this engagement letter, understand its terms, understand that the firm represents only you in your beneficiary or interested-person capacity unless otherwise agreed in writing, understand that we do not represent the estate, fiduciary, other beneficiaries, heirs, creditors, or other interested persons, understand the scope and limits of our representation, have had an opportunity to ask questions, and agree to retain [Law Firm Name] on the terms stated above. This letter, together with any attached fee schedule, probate documents, work order, conflict waiver, or written amendment, constitutes our agreement regarding this representation.

Trust Administration Engagement Letter

Re: Engagement for Trust Administration Representation — [Trust Name / Settlor Name / Date of Trust]

Dear [Trustee Name / Successor Trustee Name]:

Thank you for asking [Law Firm Name] to represent you in connection with the administration of the [Trust Name]. This engagement letter confirms the terms of our representation, identifies who our client is and in what capacity, describes the scope and limits of our services, explains our fees and billing practices, and sets out your responsibilities as trustee or successor trustee. Please read this letter carefully and ask any questions before signing.

[Basic Engagement Letter Clauses]

[This trust administration engagement letter incorporates the Basic Engagement Letter Clauses at the end of this document. Those basic clauses apply to this trust administration matter unless this letter provides a more specific or different trust-administration term. To the extent there is any inconsistency, the trustee-capacity, trust-administration, beneficiary-notice, fiduciary-duty, trust-asset, accounting, tax, trust-funds, distribution, and trust-closing provisions in this letter control.]

1. Identity of Client and Fiduciary Capacity

Our client in this matter is **[Trustee Name / Successor Trustee Name]** only, in that person's fiduciary capacity as trustee or successor trustee of the [Trust Name]. Unless we expressly agree in writing, we do not represent you in your individual capacity, any beneficiary, remainder beneficiary, contingent beneficiary, co-trustee, trust protector, personal representative, estate, settlor, surviving spouse, family member, creditor, business entity, accountant, financial advisor, investment advisor, or any other person or entity.

If you are also a beneficiary or family member, our representation of you as trustee does not include representing you personally regarding your individual beneficial interest, distribution rights, compensation, surcharge exposure, claims against the trust, disputes with beneficiaries, or personal tax or financial matters unless separately agreed in writing.

2. Matter and Scope of Representation

You have retained us to advise and represent you in connection with the administration of the [Trust Name], subject to the limitations in this letter. Our services may include, as applicable, reviewing the trust instrument and related documents, advising about trustee duties, assisting with notices to beneficiaries, advising about asset identification and control, reviewing trust administration procedures, advising about inventories and accountings, assisting with routine beneficiary communications, advising about distributions, coordinating ordinary trust administration documents within the agreed scope, and helping conclude the administration when appropriate.

Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, trust-funded payment authorization, or cost deposit is received and cleared. We are not responsible for taking action, preserving deadlines, giving notices, controlling assets, communicating with beneficiaries, preparing accountings, filing tax returns, or making distributions before that time unless we expressly agree in writing.

3. Services Not Included Unless Separately Agreed

Unless we agree otherwise in a separate written engagement agreement or written amendment, this representation does not include probate estate administration, trust contests, will contests, fiduciary litigation, beneficiary litigation, contested accountings, trustee removal proceedings, surcharge claims, tax return preparation, estate tax advice, fiduciary income tax advice, accounting services, investment advice, financial planning, real estate sale or closing services, title work, business succession matters, guardianship or conservatorship proceedings, appeals, family law, bankruptcy, criminal defense, immigration advice, or representation in any matter not specifically described in this letter.

4. Trustee Duties and Decision-Making Authority
As trustee or successor trustee, you are responsible for administering the trust in accordance with the trust instrument, applicable law, and your fiduciary duties. These duties may include duties of loyalty, impartiality, prudent administration, recordkeeping, disclosure, asset protection, proper investment oversight, tax compliance, and distribution according to the trust terms. We will provide legal advice within the agreed scope, but you remain responsible for fiduciary decisions and for acting in the interests of the beneficiaries as required by law and the trust instrument.

You should not distribute trust assets, pay disputed expenses, compensate yourself, reimburse expenses, sell or transfer trust property, alter investment strategy, close accounts, settle disputes, discard records, or make significant trust decisions without first consulting us or any required tax, accounting, investment, or other professional advisor.

5. Beneficiaries, Creditors, and Other Non-Clients
Although we may communicate with beneficiaries, remainder beneficiaries, family members, creditors, advisors, or other interested persons during the administration, those communications do not create an attorney-client relationship with them. We represent only you in your fiduciary capacity unless a separate written engagement agreement states otherwise.

If a beneficiary, creditor, family member, co-trustee, trust protector, or other interested person asks for legal advice, disputes your actions, objects to an accounting, demands distribution, seeks information, alleges misconduct, or threatens claims, we may advise that person to obtain independent counsel. If the matter becomes contested, additional engagement terms may be required.

6. Information, Documents, and Trust Records
You are responsible for providing complete, accurate, and timely information about the trust, settlor, beneficiaries, trust assets, liabilities, taxes, prior gifts, beneficiary designations, jointly owned property, real estate, business interests, retirement accounts, life insurance, digital assets, creditor claims, disputes, and any facts that may affect administration.

You must maintain accurate trust records, including receipts, disbursements, account statements, investment statements, appraisals, tax records, invoices, beneficiary communications, notices, distribution records, and trustee decision records. We rely on information you provide and are not responsible for undisclosed assets, omitted liabilities, inaccurate values, missing beneficiaries, unreported claims, or facts not provided in time for reasonable action.

7. Trust Assets, Non-Trust Assets, and Probate Property
Trust administration generally concerns assets properly owned by or payable to the trust. Some assets may pass outside the trust by beneficiary designation, transfer-on-death designation, payable-on-death designation, joint tenancy, survivorship rights, probate, contract, retirement plan rules, insurance policy terms, or other non-trust transfer methods. Unless expressly included in writing, our representation does

not include probate administration, retitling non-trust assets, resolving ownership disputes, or advising non-client beneficiaries regarding non-trust assets.

8. Notices, Inventories, Accountings, and Reports
Trust administration may require notices, inventories, accountings, beneficiary reports, receipts, releases, waivers, consents, tax forms, or court filings. You are responsible for providing the factual and financial information needed to prepare those materials. Appraisals, valuations, tax basis determinations, accounting work, and financial calculations may require outside professionals unless we expressly agree to perform or coordinate those services.

You must review all inventories, accountings, reports, notices, receipts, releases, waivers, consents, proposed distributions, and proposed filings carefully before signing or approving them. You are responsible for notifying us promptly if any document is incomplete, inaccurate, outdated, or unclear.

9. Distributions, Expenses, and Trustee Compensation
Distributions should generally be made only after appropriate information is gathered, trust terms are reviewed, creditor issues are considered, tax issues are evaluated, expenses are addressed, accountings or waivers are obtained when appropriate, and required approvals or releases are completed. Premature, unequal, unsupported, or improper distributions may expose you to personal liability.

Trustee compensation, attorney fees, reimbursements, and expenses may require disclosure, beneficiary consent, court approval, or other procedures depending on applicable law and the trust terms. We do not guarantee that any trustee compensation, attorney fee, reimbursement, or expense will be approved or uncontested.

10. Taxes and Other Professional Advice
Trust administration may involve fiduciary income tax returns, final individual income tax returns for the settlor, estate tax returns, gift tax issues, generation-skipping transfer tax issues, property tax matters, basis reporting, tax elections, and tax payment obligations. Unless tax return preparation or tax advice is expressly included in writing, you are responsible for retaining qualified tax, accounting, valuation, financial, investment, insurance, real estate, business, or other professionals as needed. We are not responsible for preparing tax returns or financial statements unless separately agreed in writing.

11. Real Estate, Business Interests, and Special Assets
If the trust includes real estate, closely held business interests, professional practices, farm or ranch property, mineral interests, intellectual property, digital assets, cryptocurrency, firearms, vehicles, collectibles, foreign assets, or regulated assets, additional legal, tax, valuation, title, regulatory, or practical issues may arise. Unless expressly included in writing, this engagement does not include real estate sale representation, title clearance, environmental review, business operations advice, securities advice, foreign counsel coordination, asset liquidation, or specialized regulatory work.

12. Communication and Confidentiality
We will communicate with you through [email / client portal / telephone / mail / secure messaging] at the contact information you provide. You are responsible for checking communications regularly and responding promptly. Because you are acting as trustee, some information may need to be disclosed to beneficiaries, taxing authorities, courts, creditors, or other interested persons. Communications with us are generally confidential and may be protected by attorney-client privilege, but sharing our advice with

non-clients may waive or compromise confidentiality or privilege.

Please do not forward our legal advice to beneficiaries, family members, creditors, accountants, financial advisors, investment advisors, real estate agents, or other third parties unless we have discussed the potential effect on confidentiality and privilege and the communication is appropriate for trust administration.

13. Conflicts of Interest
We have conducted a preliminary conflict check based on the information you provided. You agree to promptly provide the names of all relevant persons and entities, including the settlor, current beneficiaries, remainder beneficiaries, contingent beneficiaries, disinherited persons, trustees, co-trustees, prior trustees, trust protectors, personal representatives, creditors, accountants, financial advisors, investment advisors, business entities, adverse parties, and others involved in the trust. If a conflict of interest or material limitation arises, we will inform you and take appropriate action consistent with applicable professional rules.

14. No Guarantee of Outcome
We will use our professional judgment and reasonable efforts on your behalf. However, trust administration outcomes depend on many facts and legal considerations, including trust terms, asset values, beneficiary conduct, fiduciary decisions, tax issues, creditor claims, court rulings, title issues, market conditions, investment performance, and applicable law. We have not made and cannot make any promise or guarantee about timing, cost, tax results, beneficiary cooperation, asset values, distribution amounts, court approval, dispute avoidance, or closing date.

15. Fees, Retainer, Billing, and Costs
Our fees will be billed as follows: [hourly / flat fee / phase-based flat fee / statutory or court-approved fee where permitted / hybrid arrangement]. If hourly, the current hourly rates are: [Attorney Name] — $[amount]/hour; [Associate Attorney Name] — $[amount]/hour; [Paralegal Name] — $[amount]/hour; and other timekeepers at their customary rates. Time may be billed in increments of [0.1 hour / 0.25 hour]. If flat fee, statutory fee, or phase-based, the fee covers only the trust administration services specifically identified in this letter or attached fee schedule.

You agree to pay an advance fee deposit, retainer, flat fee, phase fee, trust-funded payment authorization, or cost deposit of $[amount]. Unless applicable law or a written agreement provides otherwise, any advance fee deposit will be deposited into the firm’s client trust account and applied to fees and costs as they are earned or incurred. If the matter becomes contested, expands, requires litigation, requires tax work, involves complex assets, requires real estate transactions, involves beneficiary disputes, or requires work outside the agreed scope, we may require a separate written agreement or additional payment before performing that work.

You are responsible for all costs and expenses incurred in connection with the trust administration, including recording fees, appraisal fees, valuation professionals, accountants, tax advisors, investment advisors, real estate professionals, title companies, delivery charges, records retrieval, outside counsel, local counsel, and other third-party charges. We may require advance payment before incurring significant costs or retaining outside professionals.

16. Withdrawal and Termination
You may terminate our representation at any time by written notice, subject to court approval if required after we have appeared in any proceeding. We may withdraw from representation with your consent or as permitted or required by applicable law and professional rules, including for nonpayment, failure to replenish the retainer, failure to cooperate, failure to provide complete or truthful information, failure to maintain records, breach of fiduciary duties, conflict of interest, disagreement about fiduciary obligations, breakdown in communication, or other good cause. If court approval is required, withdrawal will not be effective until approved or permitted by the court.

17. Conclusion of Representation and File Handling
Unless terminated earlier, our representation will conclude when the trust administration services within the agreed scope are completed, final distributions or closing steps within the agreed scope are completed, we send a closing communication, or you do not request further work for a reasonable period, whichever occurs first. Future disputes, ongoing trustee counseling, tax matters, beneficiary disputes, fiduciary claims, creditor disputes, real estate transactions, litigation, or additional trust administration issues require a separate written engagement agreement unless expressly included in this letter.

At the conclusion of the matter, we will retain or dispose of the file in accordance with our file retention policy and applicable law. You should request copies of any documents you want to keep. Original documents, if any, will be returned or handled as required by law and firm policy.

18. Acknowledgment and Agreement
By signing below, you acknowledge that you have read this engagement letter, understand its terms, understand that the firm represents you only in your fiduciary capacity as trustee or successor trustee unless otherwise agreed in writing, understand that we do not represent beneficiaries, creditors, family members, or other interested persons, understand the scope and limits of our trust administration representation, understand your fiduciary responsibilities, have had an opportunity to ask questions, and agree to retain [Law Firm Name] on the terms stated above. This letter, together with any attached fee schedule, trust administration checklist, conflict waiver, payment authorization, or written amendment, constitutes our agreement regarding this representation.

Sincerely,

[Attorney Name]
[Law Firm Name]
Accepted and agreed:

Trustee Signature: ______________________________
Printed Name: [Trustee Name / Successor Trustee Name]
Fiduciary Capacity: ______________________________
Date: ______________________________

Basic Engagement Letter Clauses

The following clauses are intended to serve as baseline provisions that are common, identical, or near-identical across multiple engagement letters in this document. Practice-specific engagement letters may incorporate these clauses by reference and should retain only matter-specific variations, additions, or limitations.

Identity of Client

Our client in this matter is the person or entity identified in the engagement letter only. Unless we expressly agree in writing, we do not represent any related person, family member, owner, officer, director, manager, employee, affiliate, subsidiary, parent company, co-party, insurer, payor, guarantor, creditor, debtor, witness, or other person or entity. If someone other than the client pays or guarantees payment of fees, that person is not our client and may not direct our work, receive confidential information, or make decisions about the matter unless the client provides informed consent and the firm agrees in writing.

Matter and Scope of Representation

The firm's representation is limited to the matter, client, court, transaction, claim, dispute, or project specifically described in the applicable engagement letter. The firm is not responsible for matters, deadlines, filings, proceedings, claims, disputes, appeals, future work, or related issues that are not expressly included in the agreed scope or brought to the firm's attention in time for reasonable action.

Services Not Included Unless Separately Agreed

Unless the firm agrees otherwise in a separate written engagement agreement, written amendment, work order, or addendum, the representation does not include services outside the stated scope, including appeals, post-judgment or post-closing matters, unrelated disputes, litigation or transactional work not described, tax advice, accounting advice, immigration advice, bankruptcy advice, criminal defense, regulatory advice, estate planning, employment advice, intellectual property prosecution, insurance coverage advice, or representation of any non-client.

Client Responsibilities

The client agrees to provide complete, accurate, truthful, and timely information; promptly provide requested documents; identify relevant deadlines, parties, facts, communications, and developments; review drafts and filings for factual accuracy; preserve relevant records and evidence; respond promptly to communications; attend required meetings, hearings, conferences, closings, or proceedings; and notify the firm immediately of changed facts, new communications, notices, disputes, deadlines, claims, or other developments that may affect the representation.

Communication, Confidentiality, and Privilege

The firm will communicate with the client through the communication methods and contact information identified in the engagement letter. The client is responsible for checking communications regularly and responding promptly. Communications between the client and the firm are generally confidential and may be protected by attorney-client privilege. The client should not use shared, employer-controlled, or insecure accounts or devices for confidential communications, forward legal advice to others, post about the matter online, or include third parties in communications with the firm without first considering the potential effect on confidentiality and privilege.

No Guarantee of Outcome

The firm will use professional judgment and reasonable efforts on the client's behalf. However, outcomes depend on many facts and legal considerations, including information supplied by the client, actions of opposing parties or counterparties, witness credibility, third-party decisions, government or court action, negotiation dynamics, applicable law, costs, timing, and other circumstances. The firm has not made and cannot make any promise or guarantee about any outcome, result, timing, cost, recovery, ruling, settlement, transaction, approval, filing, defense, or other result.

Fees, Retainer, Billing, and Costs
Fees will be billed as stated in the applicable engagement letter or fee schedule. The client agrees to pay any required advance fee deposit, retainer, flat fee, phase fee, project fee, contingency fee, cost deposit, or other agreed charge. Unless applicable law or a written agreement provides otherwise, advance deposits may be held in the firm's client trust account and applied to fees and costs as earned or incurred. The client is responsible for costs and expenses incurred in the matter, including filing fees, service fees, records retrieval, experts, consultants, court reporters, transcripts, searches, copying, postage, electronic filing or platform charges, travel, outside counsel, local counsel, and other third-party charges, unless otherwise agreed in writing.

Third-Party Payment of Fees
If someone other than the client pays or guarantees payment of fees, that arrangement must be approved by the firm in writing. Any third-party payor must understand and agree that the client controls the representation, the firm's professional judgment will not be affected by the payor, confidential information will not be disclosed to the payor without appropriate consent, and the payor may not control strategy, settlement, litigation, transaction decisions, disclosure decisions, or other legal decisions. The client remains responsible for payment unless the firm expressly agrees otherwise in writing.

Third-Party Reliance and Use of Work Product
Our advice, documents, drafts, comments, correspondence, analysis, pleadings, transaction documents, estate planning documents, closing materials, demand letters, settlement materials, reports, and other work product are prepared for the client's use in connection with the matter we agree to handle. No owner, officer, director, employee, affiliate, family member, beneficiary, heir, fiduciary, insurer, lender, investor, accountant, auditor, consultant, opposing party, counterparty, governmental authority, court participant, creditor, debtor, trustee, broker, title company, closing agent, vendor, customer, or other third party may rely on our work unless we expressly agree in writing. We do not undertake duties to non-clients by providing drafts, participating in negotiations, communicating with third parties, filing or serving documents, attending meetings or closings, allowing our work to be shared, or permitting others to review our advice or work product.

Withdrawal and Termination
The client may terminate the representation at any time by written notice, subject to court, agency, tribunal, or other approval if required. The firm may withdraw from representation with consent or as permitted or required by applicable law, court rules, professional rules, or governing procedures, including for nonpayment, failure to replenish a retainer, failure to cooperate, failure to provide complete or truthful information, failure to provide needed documents, failure to comply with obligations, conflict of interest, disagreement about strategy or disclosure obligations, breakdown in communication, or other good cause. If approval is required, withdrawal will not be effective until approved or permitted by the appropriate authority.

Conclusion of Representation and File Handling
Unless terminated earlier, the representation will conclude when the matter identified in the engagement letter is completed, resolved, closed, dismissed, discharged, settled, concluded, abandoned, or otherwise ended within the agreed scope, and reasonable closing tasks are completed, or when the firm sends a closing communication, whichever occurs first. Future work, additional matters, appeals, post-judgment or post-closing work, enforcement, reopened matters, related disputes, or new matters require a separate written engagement agreement unless expressly included. At the conclusion of the matter, the firm will retain or dispose of the file in accordance with the firm's file retention policy and applicable law. Original documents, if any, will be returned or handled as required by law and firm policy.

Acknowledgment and Agreement
By signing the applicable engagement letter, the client acknowledges that the client has read the engagement letter, understands its terms, understands the scope and limits of the representation, has had an opportunity to ask questions, and agrees to retain the firm on the terms stated. The engagement letter, together with any attached fee schedule, work order, addendum, conflict waiver, required disclosure, written amendment, or other incorporated document, constitutes the agreement regarding the representation.
Our representation begins only after this engagement letter is signed by you, accepted by the firm, and any required advance fee deposit, retainer, filing fee, or cost deposit is received and cleared. We are not responsible for filing pleadings, preserving limitation periods, objecting to probate, responding to petitions, appearing in court, serving parties, protecting assets, or taking any other action before that time unless we expressly agree in writing.
Sincerely,

[Attorney Name]
[Law Firm Name]
Accepted and agreed:

Client Signature: ______________________________
Printed Name: [Client Name]
Capacity: ______________________________
Date: ______________________________

