

[LETTERHEAD]

Date:

Via Electronic Mail

Re: _____ Hourly Engagement

Dear _____:

We are pleased that you have selected _____ (“we” “our” or “_____”) to assist you with your legal needs. While we would prefer a less formal method of confirming our engagement, we are required by ethical rules governing attorneys to set forth these matters in writing. We request that you review this agreement (“Agreement”) carefully in order to ensure that it is consistent with our understanding.

1. Scope of Engagement. Our representation will involve providing you with assistance in connection with _____, and other matters for which you may request our assistance from time to time.
2. Billing Policies and Procedures. Our bills will be strictly on a time basis at our standard hourly rates. We presently anticipate that the primary services will be performed by the undersigned. My hourly billing rate currently is \$____ per hour. Additional attorneys, accountants and paralegals may also be utilized as needed. Our billable rates for such legal and other professionals and personnel range from \$_____ to \$_____ for our most senior attorney. Our rates are subject to change from time to time, and are usually adjusted effective January 1 of each year. We do not charge our clients for internally incurred expenses such as photocopies, telephone service fees, faxes, postage, or computer-based research services. We do pass through to you, out-of-pocket costs and third-party fees and charges incurred on your behalf such as governmental reports and filings, wire and courier services, etc. We typically bill clients for our services monthly during the course of any transaction or engagement, so that you and we can track our progress and legal fees.
3. Retainer. In order to commence work on this engagement, we are requesting a **retainer in the amount of \$_____**, payable upon execution of this Agreement by check to _____ or wire transfer to our account for which we can provide wire instructions. Retainer amounts will be credited against invoices (and will be so noted on invoices submitted to you). Before the retainer is exhausted, we will require that the retainer be replenished at times and in amounts needed for and until completion of the work. Any unused retainer balances will be returned to you upon completion of services.
4. General Responsibilities of Attorney and Client. _____ will provide the above-described legal services for your benefit, for which you will be billed in the manner set forth above. We will keep you apprised of developments as necessary to perform our services and we will consult with you as necessary to ensure the timely, effective and efficient completion of our work. We understand that you will provide us with factual information and documents as we require to perform these services, will make any business or technical decisions and determinations as are appropriate to

facilitate the completion of our services, and will remit payment of our billing statements within thirty (30) days of receipt.

5. Other Terms. This agreement constitutes the entire agreement of the parties with reference to the subject matter hereof, and may not be changed, waived, or modified except in writing signed by both parties. Any and all claims arising under this agreement or the relationship created by it shall be brought only in the courts of _____ County, Florida and shall be governed by _____ law, without regard to its choice of law provisions.

Please return a copy of this Agreement signed as indicated below along with a check for the indicated retainer to the address below (or wire) so that we may commence work. Please do not hesitate to contact me with any questions or comments.

Sincerely,

[ATTORNEY]

ACCEPTED AND AGREED:

By: _____ Date: _____

Name:

Title: