**ENGAGEMENT AGREEMENT**

**GENERAL COUNSEL**

Upon its execution, this agreement (the “Agreement”) will engage [CLIENT] (collectively, “Client”) and [LAW FIRM NAME] (“The Firm,” “We,” “Us”) according to the terms and provisions set forth below. This Agreement applies to all matters to which The Firm represents Client unless limited below or Client and The Firm execute another agreement in writing with other specific arrangements.

1. **CONDITIONS.** This Agreement will not take effect, and the Firm will have no obligation to provide legal services, until Client returns an executed copy of this Agreement along with payment of the Retainer called for under Paragraph 3 and an authorized member of The Firm countersigns this Agreement acknowledging representation.
2. **SCOPE OF SERVICES.** Client hires The Firm to provide general counsel, which will be reviewed and agreed upon by Client and The Firm at periodic times or at the beginning of each month (the “Scope of Work”). The Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. The Firm will allocate time to address Client’s legal needs, including but not limited to review of information and documents, counseling Client, drafting of documents, and other legal services related to, and limited by, the Scope of Work.
3. **RETAINER.** Client agrees to pay a retainer (the “Retainer”) of [RETAINER AMOUNT] due upon execution of this Agreement. This Retainer is meant to retain future legal services (inclusive of any Fixed-Fee Projects as defined below) and is not an estimate of the total anticipated fees or costs, but merely a partial advance. The Firm will withdraw amounts from the Retainer sufficient to pay both hourly and fixed fees for services performed, costs, or charges The Firm incurs until the Retainer is depleted. The Firm is not obligated to provide legal or other services once the retainer is depleted. Unless otherwise in writing, any unused advanced retainer amount will be refunded at the conclusion of The Firm’ services.
	1. Fixed Fees. Client and The Firm may agree to certain fixed fee projects from time to time (the “Fixed Fee Project”). The following terms and conditions govern such agreements: (i) The Firm will provide Client with a specific description and anticipated cost of the Fixed Fee Project through either an Estimate (“Estimate”) or an Invoice (“Invoice”) provided by email or in hardcopy format; (ii) Client will have an opportunity to review the Estimate or Invoice and either accept or deny such services; and (iii) upon The Firm receiving Client’s approval of the Estimate or payment for the Invoice, the Fixed Fee Project will be included in the Scope of Work to be performed
4. **SERVICE LIMITATIONS.** This Agreement does not cover any federal or state taxes, licensing fees or any other fees not mentioned above or defined in the Scope of Services. Furthermore, this Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings.
5. **CLIENT’S DUTIES**. Client agrees to be truthful, cooperative, and to keep The Firm informed of any information or developments that may come to Client’s attention. Furthermore, Client agrees to abide by this Agreement, to pay The Firm’ bills on time, and to keep The Firm advised of Client’s current address, telephone number, email and whereabouts. Client will assist The Firm in providing the information and documents necessary for Client’s representation.
6. **TRUST ACCOUNT FUND.**  If Client advances The Firm funds for fees, costs, or charges, as a Retainer or otherwise, The Firm will deposit those funds in the The Firm’s Client Trust Account. Client authorizes The Firm, without further consent required, to disburse funds to pay The Firm for fees, costs or charges due, and to disburse any remaining balance back to Client at completion of services, after Client has paid all fees, costs and charges incurred.
7. **LEGAL FEES AND BILLING PRACTICES**. Client agrees to pay The Firm for all non-fixed fee projects at an hourly rate of [HOURLY RATE] per hour.
8. **FEES, COSTS AND OTHER CHARGES.** In general, The Firm will incur various fees, costs, and expenses in performing legal services under this Agreement (e.g., filing fees). Client shall pay any additional fees incurred.
9. **BILLING STATEMENTS.** The Firm will send Client periodic billing statements for fees, costs, expenses, and charges that have been incurred, paid from funds held in the Trust Account and/or reflect an invoice for the balance owed (“Statements”). Furthermore, the Statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.
10. **DISCHARGE AND WITHDRAWAL.**Client may discharge The Firm at any time for any reason. Likewise, The Firm may withdraw representation with Client’s consent or unilaterally for reasons that would render The Firm’ continuing representation unlawful or unethical. Under the California Rules of Professional Conduct, by which The Firm attorneys are governed, The Firm may withdraw from its representation of Client in certain circumstances including but not limited to: (i) situations involving a conflict of interest with another client; (ii) nonpayment of The Firm’ fees and disbursements; (iii) misrepresentation or failure to disclose material facts concerning the matter; (iv) actions taken by Client contrary to The Firm’ advice; (v) requests by Client to take steps contrary to the legal and ethical standards of The Firm, which may exceed the standards set by law or ethical code.  If such a situation occurs, The Firm will promptly provide Client written notice of its intention to withdraw and Client agrees to cooperate by taking any actions necessary to facilitate such withdrawal. When The Firm’ services for Client conclude, all unpaid charges will immediately become due and payable. Any amounts held in trust will be refunded after the remaining balance of unpaid charges is paid in full. Regardless of the reasons, and at any time, The Firm will take reasonable steps to compile and transfer Client’s file and property in The Firm’ possession to Client, whether or not Client has paid the balance owed for services provided, within a reasonable period of time upon Client’s request.
11. **TERMINATION.** At any point during the Firm’s representation of Client or at the conclusion of active representation, The Firm may provide Client with a closing letter notifying the Client the Firm’s representation of Client has been ended. Upon such notice, this Agreement shall terminate as between Client and The Firm, and The Firm’s representation of Client shall be deemed terminated (“Termination”). Nothing prevents Client and The Firm thereafter from executing a new engagement agreement, or from agreeing to perform additional work under this Agreement, but absent such written extension this Agreement will have terminated.
12. **DOCUMENT RETENTION**. It is our policy to retain Client files for one year after Termination of our services and ultimately destroy all files, documents, records, and writings related to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. Therefore, to be certain that we have not retained any material that you may need or desire, we will return to you all original documents you made available to us (together with copies of any other files, documents, records, and writings relating to this engagement) if you instruct us in writing within 90 days after our emailing/mailing to you of our letter informing you that we have completed our services related to your matter within the terms of this agreement.
13. **ARBITRATION**. In the event of a dispute between The Firm and Client regarding fees, costs, expenses, or any dispute arising out of the attorney-client relationship, including a claim for legal malpractice, the dispute shall be resolved by binding arbitration with JAMS\ENDISPUTE.
14. **ATTORNEY-CLIENT PRIVILEGE.** The attorney-client privilege protects Client’s privacy. All communications between The Firm and Client are confidential and privileged from disclosure under the attorney-client privilege. Communications include, but are not limited to letters, personal conversations, faxes, e-mails, and any other form of communication. Any disclosure of these privileged communications by Client to anyone will waive the attorney-client privilege, and those communications will no longer be confidential.
15. **DISCLAIMER OF GUARANTEE AND INVOICES.** Nothing in this Agreement and nothing in The Firm’ statements to Client shall be construed as a promise or guarantee about the outcome of the matter. The Firm makes no such promises or guarantees. The Firm’ comments about the outcome of the matter are expressions of opinion only. No invoice of fees given by The Firm shall be a guarantee of required costs to complete a matter. Actual fees may vary from invoices.
16. **[RULE OF PROFESSIONAL CONDUCT 3-410.** Pursuant to California Rule of Professional Conduct 3-410, the Attorney discloses that he does not carry professional liability insurance.]

CLIENT AND THE FIRM HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE THE FIRM FIRST PROVIDED SERVICES FOR CLIENT. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH CLIENT AGREES TO BE HELD JOINTLY AND SEVERABLY LIABLE FOR ALL OBLIGATIONS DESCRIBED IN THIS AGREEMENT. CLIENTS SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT UPON PAYMENT OF ANY FEES OR RETAINERS CALLED FOR IN THIS AGREEMENT.

[LAW FIRM]:

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Signature Date

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Name

**CLIENT:**

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Signature Date

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Name

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Address

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City, State, Zip