

# RETENTION AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Retainer/Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Attorney/Firm Name:

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Recitals:

WHEREAS, Client desires to retain Attorney to provide legal services as outlined herein; and WHEREAS, Attorney agrees to provide such services under the terms and conditions set forth in this Agreement.

## 1. Scope of Engagement

Attorney shall provide legal representation and advice concerning matters as specifically agreed upon in writing. This Agreement does not cover any matters not expressly included in the scope of representation.

## 2. Fees and Expenses

Client agrees to pay Attorney fees at the agreed hourly rate or flat fee as specified separately. Client shall also reimburse Attorney for all reasonable and necessary expenses incurred on Client's behalf. Invoices will be rendered periodically and are payable upon receipt.

## 3. Retainer

Client shall pay a retainer amount upon execution of this Agreement. Attorney may apply retainer funds to fees and expenses as earned or incurred. A statement of account will be provided, and any unused retainer balance will be refunded to Client upon conclusion of the representation.

## 4. Client Cooperation

Client agrees to cooperate fully and provide all information necessary for Attorney to effectively represent Client. Failure to cooperate may result in termination of this Agreement.

## 5. Confidentiality

Attorney will maintain confidentiality of all Client information as required by law and applicable professional rules of conduct, except as authorized or required by Client or law.

## 6. Term and Termination

This Agreement shall remain in effect until completion of the legal services or until terminated by either party upon written notice. Upon termination, Client shall pay all fees and expenses incurred to the date of termination.

### **7. Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

### **8. Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement shall first be submitted to mediation before a mutually agreed mediator. If mediation is unsuccessful, the parties may pursue any remedies available at law or equity.

### **9. Entire Agreement; Amendments**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, oral or written. No modification or amendment shall be effective unless in writing and signed by both parties.

### **10. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **11. No Guarantee of Outcome**

Client acknowledges that Attorney has made no guarantees or promises regarding the outcome of the legal services provided under this Agreement.

### **12. Client's Acknowledgment**

Client acknowledges having read, understood, and agreed to the terms and conditions set forth in this Agreement, and has had the opportunity to ask questions and seek independent counsel before signing.

**CLIENT SIGNATURE**

**ATTORNEY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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