

Robert Shawyer
Principal

Andrew Sudano
Associate

Peter Smith
Associate

COLLABORATIVE PRACTICE RETAINER AGREEMENT

This agreement is between Shawyer Family Law, hereafter referred to as the “Lawyer,” or “Shawyer Family Law” and Matthew Whitfield, hereafter referred to as the “Client.”

1. I hereby acknowledge that I have retained **Shawyer Family Law** to work with me in attempting to negotiate a fair and equitable settlement of my family law matter.
2. I further acknowledge that we will work together to take the appropriate steps toward settlement of my case. This will include telephone calls, correspondence and meetings with my spouse’s lawyer. I understand that you will provide me with advice prior to me making important decisions and that you will explain all of the legal issues involved to me in their entirety. I will be kept up to date through regular telephone and/or letter or e-mail updates and I will receive copies of all incoming and outgoing correspondence and documents. It is my duty to ask you questions and to notify you when I do not understand any matter in connection with my case so that you may clarify my needs and interests.

3. I agree to provide **Shawyer Family Law** with an initial retainer in the amount of \$..... I understand that the retainer is a deposit toward future work and disbursements and will be held in a trust account. I understand that you will periodically bill me for work done and disbursements. The retainer will be used to pay your account and I agree to then replenish the retainer. If the retainer is not enough to pay your account, then I will immediately pay the shortfall and provide another retainer. **I understand that I have to maintain a retainer at all times and if I do not maintain the retainer as requested, you will stop all work on my file.** I understand that you will not extend me credit. If the retainer is exhausted and there is a shortfall, I will immediately pay the shortfall and immediately provide a further retainer equal to the first retainer. I understand that the Harmonized Sales Tax Act (HST) will be charged on all services rendered. At the conclusion of my case, any money remaining in trust will be returned to me.

4. It is understood and agreed that I will be charged the fee of:

- a. \$..... per hour for professional services rendered as required by **Robert Shawyer.**

b. \$..... per hour for professional services rendered as required by
Shawyer Family Law Associates.

c. \$..... per hour for professional services rendered as required
by **Shawyer Family Law Articling Students.**

d. These fees are subject to the Harmonized Sales Tax at the rate of
13%.

5. Disbursements may also include the costs to retain another professional to assist us with my matter. I authorize **Shawyer Family Law** to retain such experts as accountants, actuaries, appraisers, real estate agents, parenting coordinators or out of province/country lawyers where necessary, but understand that no expert will be retained without my prior consent.

6. I understand that all accounts are due when rendered. Any account which is 30 days overdue will be subject to interest charges at the rate of six percent per annum in accordance with the *Solicitors Act* and calculated from the date the account is rendered. If I have any questions or concerns

regarding my account, I will contact **Shawyer Family Law** and I also undertake to keep my contact information on file current to the best of my ability.

7. It is understood that I will be charged the professional hourly fee for all telephone calls or meetings with the lawyer, meetings or telephone calls which the lawyer may have made on my behalf, legal research, the preparation of legal documents, or any other work required for my affairs. It is further agreed and understood that I will be responsible for all disbursements properly incurred on my behalf in this regard in addition to the aforesaid professional fees. I will be charged for photocopies at 10 cents per page, facsimiles at 25 cents per page and for postage, as required. I undertake to pay all disbursements promptly where the retainer has been depleted and not refurbished.

8. In the event that settlement efforts break down to the extent that you or I believe the only option from there on is litigation, I understand that either of us may, at that point, terminate our relationship with the other and that you will assist me in obtaining litigation counsel and assist me in that transition. You have advised me that you cannot represent me in litigation once you have signed a Collaborative Practice Participation

Agreement.

9. I acknowledge that you have the right to withdraw as counsel if I do not make the appropriate payments on my account or provide retainer monies when they are requested. If I misrepresent or fail to disclose material facts to you or refuse to instruct you to provide full disclosure to the opposing side, I understand that you are obliged to withdraw both from the collaborative process and as my lawyer. I further understand that you will immediately withdraw from my case should I act in such a manner as to undermine or take unfair advantage of the collaborative law process.
10. I understand that I may terminate the retainer at any time and that if I wish to continue with the collaborative law process, I will need to retain a new collaborative lawyer.
11. I hereby authorize **SHAWYER FAMILY LAW** to receive in its trust account on my behalf any monies to which I may become entitled arising out of the above matter, including by way of settlement, proceeds of sale or costs, and it is agreed and understood that such monies (if any) may be applied to the legal account of fees and disbursements.

12. I acknowledge having read this agreement and that I am liable for payment of the fees and disbursements incurred in this matter and I hereby acknowledge receiving a copy of this retainer.
13. I acknowledge that the best results will be obtained if there is full and candid disclosure between lawyer and client. I agree to disclose all relevant facts and documents to you and to keep all notes and records and to sign all necessary releases of information requested by you. I understand that **SHAWYER FAMILY LAW** will protect all my information as confidential except to the extent necessary to advance my interests in this proceeding or as otherwise agreed between us. I understand that **SHAWYER FAMILY LAW** will keep me informed of major developments in the proceeding and seek my instructions on all offers of settlement made, if applicable.
14. Effective Date of Agreement: The effective date of this agreement will be the date when, having been executed by the Client, one copy of the agreement is received by the Lawyer and the Lawyer receives the deposit required by paragraph 3. Once effective, this agreement will, however, apply to services provided by the Lawyer on this matter before its effective date.

DATED this ____ day of _____ 20...

Robert Shawyer
Principal

Andrew Sudano
Associate

Peter Smith
Associate

Client: _____

Lawyer: _____

Witness: _____

SAMPLE