

## ENGAGEMENT & FEE AGREEMENT FOR LIMITED SCOPE LEGAL SERVICES

Re: \_\_\_\_\_ [Case Caption]

The following Agreement is entered into between the client, \_\_\_\_\_, (hereinafter referred to as "CLIENT") with attorney \_\_\_\_\_, (hereinafter referred to as "ATTORNEY") to provide legal services for CLIENT in the case in the \_\_\_\_\_ County Court of Common Pleas, \_\_\_\_\_ Division. CLIENT and ATTORNEY have discussed the difference between full representation and limited scope representation and agree that limited scope representation is appropriate for Client at this time based on CLIENT's case, abilities, goals, and budget. It is understood and agreed that any work required beyond the limited scope described in this Agreement and Addendum A will require a new and additional written FEE AGREEMENT and additional fees.

In setting this fee, ATTORNEY has considered: (a) the time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal service properly, (b) the likelihood, if apparent to CLIENT, that the acceptance of the particular employment will preclude other employment by ATTORNEY, (c) the fee customarily charged in the locality for similar services, (d) the time restrictions imposed by the client or the circumstances, (e) the nature and length of the professional relationship with the client, (f) the experience, reputation, and ability of ATTORNEY performing the services, and (g) the fact that a contingency fee is not permitted in a case of this nature.

**All work will be billed at a rate of \_\_\_\_\_ (\$X.XX) per hour.** All time will be billed in \_\_\_\_\_ of an hour segments. The drafting and reviewing of all documents will be billed at a rate of \_\_\_\_\_ per page. It is further understood and agreed that any and all expenses incurred, in addition to attorney's fees, are the sole responsibility of CLIENT. Expenses include but are not limited to: costs of investigation, copy fees (at the rate of \$X.XX per page), postage, long distance tolls, medical reports, clerk fees, paralegal or investigators, court reports, depositions, stenographers, transcripts, witness fees, and expert witness fees.

Any expenses advanced by ATTORNEY are to be fully reimbursed. Any time invested by Paralegals or Investigators will be billed at the rate of \_\_\_\_\_ (\$X.XX) per hour.

*A flat rate fee structure can also be used.*

ATTORNEY cannot guarantee the final outcome of this case, nor the ruling on any motions filed in this matter, since it is impossible to predict what another person will do, whether that person is a judge, magistrate, or opposing counsel. Likewise, ATTORNEY cannot accurately predict how much time or expense a given case will take, since every case is uniquely different.

CLIENT understands that ATTORNEY may co-counsel with or employ the use of additional legal professionals as ATTORNEY determines to be necessary. ATTORNEY will notify CLIENT in advance of retaining the use of additional legal professionals unless otherwise agreed upon. ATTORNEY has no obligation to provide ongoing services beyond that which are specified herein. CLIENT will be sent a copy of each and every document filed in this matter. In the event CLIENT needs additional copies, CLIENT will be billed for those copies at a rate of \$X.XX per page. CLIENT further understands ATTORNEY has the right to permanently retain a copy of CLIENT'S file.

It is also agreed that **ALL INVOICES ARE PAYABLE UPON RECEIPT.** [Payment terms and conditions, as well as penalties for late or non-payment, may be added here.](#)

CLIENT understands that if they make any material misrepresentation of the facts of the case to ATTORNEY or fails to make payments as agreed, or for any other reason allowed by the Ohio Rules of Professional Conduct, ATTORNEY reserves the right to withdraw from further representation without further obligation to any of the parties hereto. CLIENT is responsible for payment of all outstanding costs and expenses incurred prior to termination or withdrawal. ATTORNEY shall have the right to keep an appropriate proportion of the fees paid or due based on the legal services provided to CLIENT.

CLIENT may terminate the AGREEMENT with ATTORNEY at any time for any reason.

THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS AND AGREEMENTS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

**Those signing below certify by their signature that they have fully read this contract and understand it to their full and complete satisfaction.**

Client Name: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Employer's Phone: \_\_\_\_\_

\_\_\_\_\_  
Client Signature \_\_\_\_\_  
Date

Attorney Name  
Address  
City, State Zip  
Phone  
Email Address

\_\_\_\_\_  
Attorney Signature \_\_\_\_\_  
Date

ADDENDUM A  
LIMITED SCOPE LEGAL SERVICES

CLIENT and ATTORNEY have discussed the difference between full representation and limited scope representation and agree that limited scope representation is appropriate for CLIENT at this time based on CLIENT's case, abilities, goals, and budget. CLIENT retains ATTORNEY to provide legal services for CLIENT limited the following checked tasks under "Attorney Responsibilities for a \_\_\_\_\_ case in \_\_\_\_\_ County Court of Common Pleas, \_\_\_\_\_ Division.

**A. Attorney Responsibilities**

The services that ATTORNEY will be responsible for are marked/circled below. CLIENT is responsible for completing all other tasks. It is understood and agreed that any work required beyond the limited scope described in this Agreement and below will require a new and additional written FEE AGREEMENT and additional fees (to be agreed upon by CLIENT and ATTORNEY).

1. Legal Advice

- Advise on rights, responsibilities, procedures, and strategy on a one-time basis.
- Advise on rights, responsibilities, procedures, and strategy on an ongoing basis.

2. Document Preparation

- Draft documents needed to file or defend a \_\_\_\_\_ case.
- Review documents needed to file or defend a \_\_\_\_\_ case.
- Draft correspondence about a \_\_\_\_\_ case.
- File the necessary documents to initiate or defend a \_\_\_\_\_ case.

3. Factual Investigation and Discovery

- Factual Investigation about a \_\_\_\_\_ case.
- Contact and obtain witnesses.
- Obtain documents and records.
- Prepare discovery requests.
- Review discovery requests prepared by CLIENT.
- Prepare discovery responses.
- Review discovery responses prepared by CLIENT.
- Take or defend depositions.

4. Settlement Negotiations

- Review a settlement offer or agreement.
- Prepare a settlement offer or agreement.
- Negotiate specific issues(s) for settlement.

5. Trial Preparation

- Draft or review subpoenas.
- Draft or respond to motions.
- Prepare arguments or outline witness testimony.
- Prepare trial brief.
- Prepare hearing exhibits.
- Prepare support calculations.
- Prepare proposed court orders.
- Prepare client for hearings, mediation, evaluations, or other case-related events.

6. Court Appearances

- Appear in court one time on \_\_\_\_\_ [Date],  
\_\_\_\_\_ [Time] at \_\_\_\_\_  
[Location].
- Appear in court on an ongoing basis.
- Represent CLIENT at trial or evidentiary hearing on \_\_\_\_\_  
[Date], \_\_\_\_\_ [Time] at \_\_\_\_\_  
[Location].

7. Other: \_\_\_\_\_

**B. CLIENT Responsibilities and Control**

CLIENT will handle all parts of the case except those assigned to ATTORNEY as identified above. CLIENT will be in control of the case and will be responsible for all decisions made during the case. CLIENT agrees to:

1. Cooperate with ATTORNEY and ATTORNEY's staff by promptly giving them information they reasonably request about the case.
2. Promptly tell ATTORNEY anything they know about the case, including any concerns they have, and to update ATTORNEY as new information or concerns arise.
3. Promptly provide ATTORNEY with copies of all court documents and other written

materials that CLIENT receives or sends out about the case.

4. Immediately provide ATTORNEY with any new court documents, including pleadings or motions received from the other party's attorney.
5. Keep all documents related to the case together and organized in a file for ATTORNEY to review as needed.
6. Maintain an active phone number and email address by which ATTORNEY can communicate with CLIENT about the representation and where CLIENT can receive documents and notifications from ATTORNEY and the clerk's office in litigated matters. CLIENT will check their voicemail and email account at least once every week during the representation. If there are circumstances that prevent CLIENT from doing this, CLIENT will immediately notify ATTORNEY in writing of the best mode of communication.

### **C. Attorney Withdrawal**

ATTORNEY will withdraw under Civ.R.5 by filing a "Notice of Completion of Limited Appearance" once ATTORNEY completes the limited services indicated above, or additional services specified in a subsequent agreement. The termination of the limited appearance takes effect within \_\_\_\_\_ days unless CLIENT files an objection.