

## LIMITED LEGAL SERVICES RETAINER AGREEMENT

(As allowed under Law Society of Saskatchewan [Code of Conduct](#), Rule 3.2-1A)

This Limited Services Agreement ("Agreement") is entered into between the Client and the Lawyer, their particulars set out at the end of this Agreement.

They agree as follows:

### 1. LAWYER EXPLANATION OF THE TERMS OF THIS AGREEMENT

This Agreement is different from the usual lawyer-client agreement.

**First**, unlike the usual agreement, **this Agreement is for limited legal service**, rather than for the complete array of services that lawyers often provide to their clients in a general retainer relationship.

**Second**, in this Agreement, **the Client has agreed that they will be responsible** for all matters relating to their legal affairs not specifically outlined herein and take all required steps which are not specifically in this Agreement being attended to by the Lawyer.

### 2. SCOPE OF LIMITED LEGAL REPRESENTATION

**A.** The limited legal service that the Lawyer has agreed to provide are:

Information/Advice (*Please initial all that apply*):

	Legal advice: office visits, telephone calls, fax, mail, email.
	This is a one-time consultation.
	Advice about availability of alternative means of resolving the dispute, including mediation, negotiation, and arbitration, including helping the Client prepare for mediation, negotiation, or arbitration.
	Initial evaluation of the case and advising the Client about legal rights and responsibilities.
	Guidance and procedural information for filing or serving court documents.
	Advice about applicable limitation periods.
	Review pleadings and other documents prepared by the Client.
	Review pleadings and other documents prepared by opposing party/counsel.
	Suggest documents for the Client to prepare.
	Draft pleadings, motions, and other documents, specifically limited to:
	Factual investigation: contacting witnesses, public record searches, in-depth interview of the Client. <i>* If this is not checked, the Client understands that Lawyer will not make any independent investigation of the facts and is relying entirely on the Client's limited disclosure of the facts given the limited services provided.</i>
	Assistance with computer support programs regarding child/spousal support.
	Legal research and analysis, limited to the following issues:
	Evaluate settlement options.

	Prepare discovery documents, being: <ul style="list-style-type: none"> <li><input type="checkbox"/> affidavit of documents</li> <li><input type="checkbox"/> request for document production</li> <li><input type="checkbox"/> other:</li> </ul>
	Help the Client prepare for questionings.
	Help the Client conduct negotiations (including mediations).
	Coach the Client for court appearances, limited to the following:
	Standby telephone assistance during negotiation, mediation, or court appearances.
	Referring the Client to expert witnesses, other counsel, or other service providers.
	Counseling the Client about an appeal.
	Procedural assistance with an appeal and assisting with substantive legal argument in an appeal.
	Provide preventive planning and/or schedule legal check-ups.
	Representing the Client in court but only for the following specific matters:
	Other:

**B. Any legal service** not listed and initialed above **will not be provided**. If a legal service is not listed in Paragraph 2(A) above, the Lawyer **has not agreed to provide it to the Client**. Any additional services will require the Client to obtain a NEW Retainer Agreement outlining those additional services.

**C. Limitation periods:** The lawyer will not follow up with the Client to remind them of upcoming limitation periods with regard to their legal claims and matters.

**D. Client warning:** The Client confirms that they have been advised by the Lawyer that the law and the procedures relating to the law, are complex and that the Client understands the risk to themselves of undertaking responsibility for legal decisions not contemplated in the services provided herein. Notwithstanding being advised of that risk, and the benefit of fully retaining Legal Counsel, the Client agrees with and accepts the limited scope of the Lawyer's services outlined herein.

### 3. EFFECTIVE DATE OF AGREEMENT

This Agreement will take effect upon both parties signing it.

### 4. DISCHARGE OF LAWYER

The Client may discharge the Lawyer at any time by written notice effective when received by the Lawyer. Unless specifically agreed by the Lawyer and the Client, the Lawyer will provide no further services after receipt of the notice. Notwithstanding the discharge, the Client will remain obligated to pay the Lawyer at the agreed rate for all services provided prior to such discharge.

## 5. WITHDRAWAL OF LAWYER

The Lawyer may withdraw at any time as permitted under the Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following:

- a. The Client consents;
- b. The Client misleads the Lawyer in a material way;
- c. The Client instructs the Lawyer to do something that is prohibited by the Lawyer's Rules of Professional Conduct;
- d. The Client's conduct renders it unreasonably difficult for the Lawyer to carry out the employment effectively; and
- e. The Client fails to pay the Lawyer's fees or costs as required by their agreement with the Lawyer.

Notwithstanding the Lawyer's withdrawal, the Client will remain obligated to pay the Lawyer at the agreed rate for all services provided. At the termination of services under this agreement, the Lawyer will release promptly to the Client, upon the Client's request, all of the Client's papers and property.

## 6. LAWYER'S FEES AND COSTS

The Client agrees to pay the Lawyer as follows:

	Hourly rate of \$ _____ per hour, in increments of 1/10 of an hour.
	Fixed fee of \$ _____.
	Disbursements (out-of-pocket costs) reasonably incurred by the Lawyer in providing services to the Client.
	File administration costs, including file opening, photocopying, fax charges, including _____. Cost are calculated by: <input type="checkbox"/> Actual cost of materials. <input type="checkbox"/> Percentage of fees: _____. <input type="checkbox"/> Flat rate: \$ _____.

The Client will provide a retainer to the Lawyer in the sum of \$ \_\_\_\_\_, to be held in Trust by the Lawyer. The Client authorizes the Lawyer to withdraw funds from that deposit to apply to the Lawyer's fees and costs set out above. If the fees and costs do not exceed the retainer, the excess will be refunded to the Client. If the fees and costs do exceed the retainer, the Client will pay the balance within 30 days of billing, with interest to run thereafter on amounts outstanding to the Lawyer at a rate of 2% per month (24% per annum).

## 7. FEE DISPUTE

If any dispute arises hereafter regarding the payment of fees or other costs payable by the Client to the Lawyer herein, the Client may apply to submit the dispute to an Assessment Officer in accordance with *The Legal Profession Act*, 1990 s.67 and the Saskatchewan Queen's Bench Rules 11.23.

The Client has read this **LIMITED LEGAL SERVICES RETAINER AGREEMENT** and understands what it says. The Client agrees that the legal services specified above are the only legal help Lawyer will provide. The Client understands and agrees that:

- the Lawyer who is helping me with these services is not my lawyer for any other purpose and does not have to give me any more legal help;
- the Lawyer is not promising any particular outcome;
- because of the limited services to be provided, the Lawyer has limited their investigation of the facts as set out in specifically in this agreement; and
- if the Lawyer goes to court with me, the Lawyer does not have to help me afterwards, unless we both agree in writing.

The Client has had the opportunity to ask questions about this agreement, and by signing this agreement, agrees to all terms and conditions outlined above.

**WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.**

<b>Client:</b>		<b>Lawyer:</b>	
Printed Name:		Printed Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	