

Limited Scope Retainer/Legal Services Agreement

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

**This model Agreement may be used by a lawyer as a Retainer Agreement or a limited licensee as Service Agreement.*

This Limited Legal Services Agreement ("Agreement") is entered into between the Client and the Legal Professional (lawyer or limited licensee), their particulars set out at the end of this Agreement.

They agree as follows:

1. Legal Professional explanation of the terms of this Agreement

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

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

2. Scope of Limited Legal Representation

A. The limited legal service that the Legal Professional 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 Legal Professional 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"> <input type="checkbox"/> affidavit of documents <input type="checkbox"/> request for document production <input type="checkbox"/> other:
	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 Legal Professional **has not agreed to provide it to the Client**. Any additional services will require the Client to obtain a **new** Agreement outlining those additional services.

C. Limitation periods: The Legal Professional 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 Legal Professional 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 Legal Professional's services outlined herein.

3. Effective Date of Agreement

This Agreement will take effect upon both parties signing it.

4. Discharge of Legal Professional

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

5. Withdrawal of Legal Professional

The Legal Professional 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 Legal Professional in a material way
- c. The Client instructs the Legal Professional to do something that is prohibited by the applicable Code of Professional Conduct
- d. The Client’s conduct renders it unreasonably difficult for the Legal Professional to carry out the employment effectively
- e. The Client fails to pay the Legal Professional’s fees or costs as required by their Agreement.

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

6. Legal Professional’s Fees and Costs

The Client agrees to pay the Legal Professional 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 Legal Professional in providing services to the Client.
	File administration costs, including file opening, photocopying, fax charges, including _____. Costs are calculated by: <ul style="list-style-type: none"> <input type="checkbox"/> Actual cost of materials. <input type="checkbox"/> Percentage of fees: _____. <input type="checkbox"/> Flat rate: \$ _____.

[IF APPLICABLE - FOR LAWYERS ONLY AS LIMITED LICENSEES MAY NOT ACCEPT MONEY IN TRUST] 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 Legal Professional 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 *King's Bench Rules*.

The Client has read this **Limited Legal Services Agreement** and understands what it says. The Client agrees that the legal services specified above are the only legal help the Legal Professional will provide. The Client understands and agrees that:

- the Legal Professional who is helping me with these services is not my lawyer or limited licensee for any other purpose and does not have to give me any more legal help
- the Legal Professional is not promising any particular outcome
- because of the limited services to be provided, the Legal Professional has limited their investigation of the facts as set out in specifically in this agreement
- if the Legal Professional goes to court with me, they do 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.

Client:		Legal Professional (Lawyer or Limited Licensee):	
Printed Name:		Printed Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	