

LIMITED LEGAL SERVICES RETAINER AGREEMENT
(As allowed under Law Society of Alberta Code of Conduct, Rule 2.02 (1.1))

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 any 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 and arbitration, including helping the Client prepare for mediation or arbitration.
- Evaluation of Client self-diagnosis of the case and advising the Client about legal rights and responsibilities.
- Guidance and procedural information for filing or serving court documents.
- 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.
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.
- 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:
 - affidavit of documents
 - request for document production

- _____ other _____
- _____ Help the Client prepare for Questioning.
- _____ Help the Client conduct negotiations.
- _____ Coach the Client for court appearances.
- _____ Standby telephone assistance during negotiation 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: _____
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B. Any legal assistance or 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.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. Automatic Termination of Agreement.

This Agreement automatically will terminate when The Lawyer has provided the services set forth in Paragraph 2 (A) without any further act or communication by either the Lawyer or the Client. The lawyer will provide no further services to the Client without entering into a further written agreement outlining the nature and scope of those services.

5. 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 \$ _____
- _____ 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 _____.

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).

6. 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 and Lawyer agree that they will submit the dispute to a Taxation Officer in accordance with the Alberta Rules of Court, Rule 10.11.

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, Lawyer has limited his or her 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.

Client: _____ Lawyer: _____

Printed Name: _____ Printed Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____