

WARNING!!!

The following retainer letter is only a sample form, which must be adapted to the particular needs of the case. It has not been specifically approved by a court but is believed to be in compliance with **the Court Rules. Each retainer letter must be filed with the court with the client's affidavit of net worth** and approved by the court at or before the initial conference.

RETAINER LETTER

Mrs. Mary Jones
123 Main Street
Anywhere, New York 10000

Dear Mrs. Jones:

This letter confirms that you have retained me to negotiate a settlement agreement with your husband (through his attorney), if that is reasonably possible; if not, to commence or defend a matrimonial action on your behalf.

You agree to pay to me promptly a retainer of \$ _____, at which time my services will commence. This retainer is my minimum fee for handling this matter to a conclusion and is based upon committing myself and my staff, the value of legal services, the reservation of time, the nature of the case, the issues involved and other factors affecting an overall fee. Time spent on your case (computed in units of 6 minutes), which includes legal services, telephone calls and correspondence, will be charged against the retainer at these hourly rates commencing with our conference on _____, 20__; my time at \$ _____; partners and counsel at \$ _____; associate attorneys at \$ _____; and paralegals at \$ _____. An itemized statement of charges will be sent to you not less often than every 60 days. No time will be charged for discussing any statement or bill. If the retainer is depleted, then additional charges will be billed to you on a monthly basis. The retainer will cover from ___ to ___ hours of time on your file, depending upon the persons rendering services; however, all work will be under my direct supervision and control, and I shall be the principal attorney handling your case. I shall furnish to you copies of correspondence and legal papers and shall keep you informed of the status of the case.

The retainer and fees do not include: (a) any other actions or proceedings; (b) work in appellate courts; (c) out-of-pocket expenses or (d) any post-judgment modification or enforcement proceedings. Out-of-pocket expenses include but are not limited to costs of serving and filing papers, court fees, process servers, court calendar service, expert witnesses, subpoena fees, consultants, accountants, appraisers, investigators, actuaries, court reporters, long distance telephone calls, travel, parking, telefax charges, postage and photocopies normally made by me or requested by you. Disbursements are in addition to fees based upon time and are to be paid by you promptly when billed or as requested.