

# Attorney Client Agreements – Understanding Your Attorney-Client Retainer Agreement

*Article by: Steven Carlson*

You're in the attorney's office and you are about to sign a retainer agreement and enter into an agreement with the attorney, but do you really have a clear understanding of your agreement? Before you enter into any sort of an agreement with the attorney, you would be wise to consider the following points.

- (1) Read the attorney-client agreement
- (2) Purpose of the agreement
- (3) Financial terms of the agreement

## Read the attorney-client agreement

As trivial as it may sound, it is imperative that you read the entire contract or attorney-client agreement before you sign it. Often times one may feel rushed or feel that the attorney-client agreement is just a standard form that all attorneys use. Although it may be true that the attorney-client agreement may be a common contract, the language in the contract may vary vastly from firm to firm. Therefore, it is important that you read the agreement to know exactly what you are agreeing to. Additionally, an attorney should give you as much time as you need to review the contract and answer any questions you may have. Further, you would be wise to get a copy of any agreement you sign before leaving the attorney's office.

## Purpose of the agreement

The attorney-client retainer agreement sets forth the ground rules for the attorney and client relationship. It is also supposed to build good will between the client and attorney. However, this is not always the case. For example, when the attorney-client agreement is not fully explained to you or if it is written unfairly to benefit the attorney, it can create complications and negatively impact the attorney client relationship. Be sure you understand the ground rules of the agreement before you agree to it.

## Financial terms and conditions

Be sure you fully understand the financial terms and conditions of the agreement before you sign it. The type of fee agreement may be contingent, hourly, flat, or a mix or combination of each. Other costs such as filing fees, photocopies, mailing and couriers, mileage and travel, parking, and telephone calls should be clarified. If the attorney charges per hour, you will want to review the minimum billing unit or minimum time increments you will be bill for a task. For example, some agreements may state you will be charged in bill units of .10 of an hour (or 6 minutes) or perhaps .25 of an hour (or 15 minutes). To further illustrate, if an attorney charges \$200 an hour and bills in minimum increments of .25 an hour, a task that took an attorney one minute would cost you \$50! In general, a bill unit of .10 of an hour (or 6 minutes) is common. The fee agreement should be fair, reasonable, and fully explained to you. If you have questions about the fee agreement, be sure to ask and get clarification before you sign it.

Attorney-client agreements lay out some important ground rules and financial terms and conditions for the attorney and client relationship and before you enter into any sort of an agreement with the attorney, you will want to make sure you understand the agreement and its terms and conditions before you sign it.

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