

Maciej (Matt) K. Milczarczyk, Hon B.Sc., LL.B.

Lawyer, Notary Public

104 Scott Street
Kitchener, Ontario
N2H 2R5

Tel (519) 579-2333

Fax (519) 579-2355

matt@milczarczyk.com

RETAINER AGREEMENT

1. My fee is calculated based on a rate of **\$325 per hour** charged for **all activity on your case** including meetings, telephone calls, voicemail, e-mail, preparing correspondence and memoranda, court preparation, drafting documents, research, travel time and all time spent in court dealing with your matter including waiting for your matter to be reached.

2. **Disbursements** are out-of-pocket expenses added to your account. Examples include such items as couriers (at cost), photocopying (\$0.25 per page), long distance calls (at cost), mileage for travel outside of the Region of Waterloo or Wellington County (\$0.35 / km), court filing fees, parking, paralegal services (to serve materials or file them in courts). In family law matters there will be a one-time \$100 disbursement added to your account for the use of the court forms software called Divorcemate. In civil litigation files including family matters (other than Small Claims Court), there is a one-time \$50 levy charged by the Law Society of Upper Canada which will be added to your account.

3. The **retainer** is an amount paid to me in trust, for deposit to your credit, on the understanding that it will be used to satisfy my accounts for legal services, and disbursements, at the time accounts are delivered. You are expected to provide and replace the retainer when requested, as it is spent, so that I continue to have enough money in trust to cover the work I have done, and the next step which needs to be done. Interest is not paid on money held in trust, nor do I retain any interest paid on money held in trust.

4. I prepare accounts usually on the **1st of each month** and send them to you by email or regular mail if you request a paper copy. I may also forego preparing an account on a monthly basis and bill for the time spent after major steps in the litigation have been completed (for example after pleadings, pre-trials, case conferences, motions etc.). I accept payment of fees and disbursements by cash, money order, and personal cheque.

5. At any time, **you may terminate** our retainer by giving me written notice to stop all work on your behalf, and paying any balance owing. You should be aware of some of the circumstances that may cause **me** to end our lawyer-client relationship:

- a. I cannot get instructions from you;
- b. you lose confidence in my ability or advice;
- c. a conflict of interest arises;
- d. I cannot accept your instructions for ethical reasons;
- e. you mislead me in a material matter or you lie to me;
- f. the retainer has not been provided or replaced;
- g. my account remains unpaid for 30 days, and no mutually agreeable arrangements have been made.

6. If our lawyer-client ends you must pay me the balance owing and if it is necessary for me to take legal steps either to end my representation of you or to collect my accounts, you will be charged for the time involved in same.

I, _____, agree to pay for the fees rendered by Matt Milczarczyk in association with his representation of me in the matter of

_____ .

I acknowledge having read this retainer agreement and agree with it in its entirety.

I understand that failure to pay all accounts in a timely fashion and the failure to pay additional retainers when requested by Mr. Milczarczyk will permit him to cease all work on my file until the account or the requested retainer has been paid in full.

I acknowledge and also agree to a retainer of \$_____ for the commencement of work on my behalf.

DATED at Kitchener, this _____ day of _____, _____

Witness (please print name below)

Signature