

## RETAINER AGREEMENT

1. My fee is calculated based on a rate of **\$375 per hour** charged for **all activity on your case** including meetings, telephone calls, voicemail, e-mails, preparing correspondence and memoranda, court and meeting preparation, drafting documents, research, travel time (if I have to travel outside of the Region of Waterloo or Wellington County) and all time spent in court dealing with your matter including waiting for your matter to be reached. HST is added to the fees charged at 13 percent.

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 (\$0.50 /km which is in addition to travel time as set out in paragraph 1 above), court filing fees, parking, reasonable hotel charges if your matter case takes place more than 75 km from my office and if it requires attendance on two or more consecutive days, paralegal services (to serve materials or file them in courts or to appear in court for administrative court appearances such as adjournments in criminal court). In civil litigation files, there is a one-time \$100 levy charged by the Law Society of Upper Canada which will be added to your account. Paralegal rates for court appearances are currently \$25 per hour.

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 **1<sup>st</sup> of each month** and send them to you by email. 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, case conferences, motions etc.). I accept payment of fees and disbursements by cash, bank draft, personal cheque, e-transfer, credit and debit cards.

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 relationship 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 at the rates stated in this agreement.

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 \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Signature of client



\_\_\_\_\_  
Matt Milczarczyk