

Sample Basic Engagement Letter

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Meet Mark:

Mark Bassingthwaighte, Esq., serves as Risk Manager at [ALPS](#), a leading provider of insurance and risk management solutions for law firms. Since joining ALPS in 1998, Mark has worked with more than 1200 law firms nationwide, helping attorneys identify vulnerabilities, strengthen firm operations, and reduce professional liability risks.

He has presented over 700 continuing legal education (CLE) seminars across the United States and written extensively on the topics of risk management, legal ethics, and cyber security.

A trusted voice in the legal community, Mark is a member of the State Bar of Montana and the American Bar Association and holds a J.D. from Drake University Law School. His mission is to help attorneys build safer, more resilient practices in a rapidly evolving legal environment.



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[DATE]

[CLIENT NAME]

[CLIENT ADDRESS]

Re: [MATTER DESCRIPTION / CASE NAME]

Dear [CLIENT NAME],

Thank you for choosing [FIRM NAME] to represent you. We appreciate the trust you are placing in us, and we take that responsibility seriously. We look forward to working with you.

The purpose of this letter is to confirm the terms of our attorney-client relationship so that we are both on the same page from the start. Please read this letter carefully. If you have any questions, no matter how small, please do not hesitate to ask before signing. We want you to feel comfortable and fully informed.

1. Identification of the Client

For purposes of this Agreement, we represent only the following person(s) or entity(ies): [Insert Client Name(s) Exactly as Intended].

Our duties of loyalty, confidentiality, and advocacy apply only to you, the client identified above. No other individuals or entities are clients of [FIRM NAME] unless we agree in writing to add them. This includes, without limitation:

- Family members, friends, or business partners who may be involved in the facts of the matter
- Owners, officers, employees, or affiliates of a business client
- Related companies, subsidiaries, parent companies, or commonly owned entities
- Any person who helps pay our fees or expenses

If individuals or entities other than you, require legal advice or representation, they must enter into a separate written engagement agreement with us. We may need to communicate with non-clients when helpful to the representation, but such communication does not create an attorney-client relationship.





You understand that we will take direction only from you (or your authorized representative, if designated in writing), even if someone else is contributing to the payment of your fees.

2. Scope of Representation

We are being engaged to provide the following legal services on your behalf:

[DESCRIPTION OF LEGAL SERVICES]

What is not included. Unless expressly included above, our representation does not include:

- Appeals or post-judgment proceedings
- Related or collateral legal matters not described above
- Tax advice, regulatory filings, or administrative proceedings
- Representation in other jurisdictions
- Future updates after completion
- Monitoring deadlines after our engagement ends
- [Other Exclusions, If Any]

Any work outside the scope described above will require a separate written agreement between us before we begin that work.

3. Our Responsibilities to You

We commit to providing you with competent, diligent legal representation. Specifically, we will:

- **Communicate.** We will keep you reasonably informed about the status of your matter and respond to your questions in a timely manner.
- **Protect your confidences.** Everything you share with us is protected by the attorney-client privilege and our duty of confidentiality, except as required or permitted by law or the rules of professional conduct.
- **Act in your best interest.** We will exercise our professional judgment to pursue your goals and protect your rights to the best of our ability.



- Explain your options. We will keep you informed of important developments and explain your choices so you can make well-informed decisions.

4. Your Responsibilities

A successful attorney-client relationship is a partnership. To help us represent you effectively, we ask that you:

- **Be truthful and complete.** Please share all relevant facts and documents with us, even those you think may be unfavorable. We cannot protect you from surprises if we do not know about them.
- **Preserve all potentially relevant paper documents, emails, text messages, metadata, electronically stored information, social media content, recordings, photographs, and physical evidence,** and do not delete, alter, overwrite, or discard anything that may relate to the matter.
- **Provide documents promptly.** When we request records, correspondence, or other materials, please provide them as quickly as possible. Delays can affect deadlines and outcomes.
- **Stay in touch.** Please notify us immediately if your address, phone number, email, or other contact information changes.
- **Review and respond.** When we send you documents for review or ask you to make a decision, please respond in a timely manner. Court and filing deadlines do not wait.
- **Cooperate.** Please attend scheduled meetings, hearings, and depositions, and follow through on tasks we discuss together.

5. Fees and Billing

Our fees for this matter will be calculated as follows. Please initial next to the fee arrangement that applies to your engagement:



_____ (Client Initials)

Option A - Hourly Rate

Professional

Rate

Attorney

\$_____/Hr.

Paralegal

\$_____/Hr.

Time is billed in increments of one-tenth of an hour (six minutes). We will provide itemized statements showing the work performed, the time spent, and the team member who performed it.

_____ (Client Initials)

Option B - Flat Fee

The total fee for [DESCRIPTION OF FLAT-FEE SERVICES] will be a flat fee of [FLAT FEE AMOUNT]. This fee covers only the services specifically described. Any additional work beyond that scope will be billed separately at our standard hourly rates or under a new flat-fee agreement.

_____ (Client Initials)

Option C - Contingency Fee

Our fee will be [CONTINGENCY PERCENTAGE]% of the gross amount recovered on your behalf, whether by settlement, verdict, or other resolution. If there is no recovery, you will not owe any attorney fees.

Important: Regardless of the outcome, you remain responsible for all costs and expenses incurred in your matter (see "Costs and Expenses" below). Costs are separate from attorney fees.

_____ (Client Initials) Option D – Subscription/Recurring Plan

Instead of billing by the hour or charging a one-time flat fee, we offer an ongoing subscription plan. For a fixed recurring fee, you receive a defined set of legal services each billing period. This structure gives you predictable costs and priority access to our team with no surprises on your monthly statement.

Plan Details:

- o Monthly Fee: [MONTHLY SUBSCRIPTION FEE] per month, due on the [BILLING DAY, e.g., 1st] of each month



- **Billing Cycle:** [MONTHLY / QUARTERLY / ANNUALLY]
- **Services Included:** [DESCRIPTION OF COVERED SERVICES, e.g., up to X hours of general counsel advice (or monthly consultation), contract review up to X pages, standard demand-letter drafting, routine correspondence]
- **Service Cap:** Up to [NUMBER OF HOURS OR TASKS] per billing cycle. Usage beyond this cap will be billed at [OVERAGE HOURLY RATE] per hour.

What's Not Included:

Litigation, court appearances, regulatory proceedings, and any work outside the scope described above are not covered by this subscription and will be handled under a separate fee arrangement (see Options A, B, or C above, as applicable).

Term and Renewal:

This subscription begins on [START DATE] and renews automatically every [RENEWAL PERIOD, e.g., month/quarter/year] unless either party provides written notice of cancellation at least [NOTICE PERIOD, e.g., 30] days before the next renewal date. You may cancel at any time. You will not be billed for any period after cancellation takes effect, and any prepaid but unused portion of the current period will be refunded on a pro-rata basis.

Pausing or Adjusting the Plan:

If your legal needs change, we are happy to adjust the scope or level of your subscription. Any changes will be confirmed in writing. You may also request a temporary pause of up to [MAX PAUSE PERIOD, e.g., 60] days per year; paused months will not be billed.

Payment Method:

Subscription fees will be charged to [PAYMENT METHOD — e.g., credit card, ACH bank draft, or invoiced for manual payment]. By signing this letter, you authorize recurring charges in the amount stated above until the subscription is cancelled or modified in writing.



Retainer:

You agree to pay an initial retainer of [RETAINER AMOUNT] upon signing this letter. This retainer will be deposited into our client trust account and will be applied to fees and costs as they are incurred. We will provide you with an accounting of how the retainer is used. If the retainer is depleted, we may ask you to replenish it. Any unused portion will be refunded to you at the conclusion of the matter.

Billing Cycle and Payment Terms:

We will send you invoices on a [MONTHLY/QUARTERLY] basis. Payment is due within [NUMBER] days of the invoice date.

Costs and Expenses:

In addition to attorney fees, you are responsible for costs and expenses related to your matter. These may include, but are not limited to:

- Court filing fees and service-of-process charges
- Court reporter and transcript fees
- Expert witness fees and consultant costs
- Travel expenses (mileage, parking, lodging, meals)
- Copying, postage, and delivery charges
- E-discovery vendors
- Investigators
- Records retrieval
- Mediation and arbitration fees

We will inform you before incurring any unusually large expense and will seek your approval for costs above [THRESHOLD AMOUNT, e.g., \$500].

6. Communication

Good communication is the foundation of a strong attorney-client relationship. Here is how we will stay connected:

- Preferred method: [EMAIL/PHONE/CLIENT PORTAL/VIDEO CONFERENCE]



- **Response time:** We will make every effort to respond to your messages within [TIMEFRAME, e.g., 2 business days]. If your matter is urgent, please let us know when you reach out.

7. File Retention and Destruction

After your matter concludes, we will retain your file for a period of [NUMBER] years. After that retention period, we may destroy the file without further notice to you.

You may request a copy of your file at any time during the representation or during the retention period. We may charge a reasonable fee for copying and delivery costs. Certain original documents (such as original wills, deeds, or other instruments) will be returned to you at the conclusion of the matter unless you instruct us to retain them.

8. Termination of Representation

Either of us may end this relationship, subject to the following:

- **Your right to terminate.** You always have the right to discharge us at any time, for any reason, by providing written notice. You will remain responsible for fees and costs incurred up to the date of termination.
- **Our right to withdraw.** We may withdraw from the representation for appropriate reasons, including but not limited to nonpayment of fees, failure to cooperate, a conflict of interest, or if continued representation would require us to act in a way that violates our ethical obligations.
- **Court permission.** If your matter is in active litigation, we may need the court's permission before we can formally withdraw. We will comply with all applicable court rules.
- **Final accounting.** Upon termination, we will issue a final invoice for all outstanding fees and costs. Any unused retainer will be promptly refunded to you.
- **Your file.** Upon termination, we will make your file available to you or to your new attorney upon request.



9. No Guarantee of Outcome

We want to be straightforward with you: **no attorney can guarantee a specific result.** The legal system involves many factors beyond anyone's control including the decisions of judges, juries, opposing parties, and government agencies.

We will provide you with our honest professional assessment of your matter, and we will work diligently to achieve the best possible outcome. However, nothing in this letter or in any conversation we have had should be understood as a promise or guarantee of any particular result. Any comments about possible results are opinions only, based on current information.

10. End of Engagement

Representation ends when the earliest of the following occurs:

- Agreed services are completed
- We send a closing letter or email
- You discharge us
- We withdraw
- Final judgment/order is entered and no further services are included

After termination, we do not monitor deadlines, appeals, renewals, filing dates, statutes, or other obligations unless we agree in writing to continue.

11. Entire Agreement

This letter constitutes the entire agreement between us regarding the terms of our attorney-client relationship regarding the matter described above. It supersedes any prior oral or written understandings.

Any modifications to this agreement must be made in writing and signed by both of us to be effective.

Acknowledgment and Signatures

By signing below, you acknowledge that you have read, understand, and agree to the terms of this engagement letter. You have had the opportunity to ask questions, and you are entering into this agreement voluntarily.



_____ Date: _____
[CLIENT NAME]

_____ Date: _____
[ATTORNEY NAME]