



Lex Dexter Legal Assistance Services

PO Box 20014, 315 McNeely Ave
Carleton Place, ON K7C 3S0
(613) 508-0270 | info@lexdexter.ca

Sunday, May 4, 2025

[client name]
[client address]

Retainer Agreement

Re: *[description of legal matter]*

Dear [client name]:

1. Description of Services

You have asked us, and we have agreed, to act for you, **meaning you personally and [additional party]** in the matter described below. On **[date]**, we **communicated with you by email** to discuss the scope of our organization's intended representation. We covered this subject in some detail and considered the nature of this engagement for legal services. This agreement confirms the terms of your engagement of us.

You retain us to represent you in connection with **[description of legal services required]**. We anticipate that our representation will involve taking the following steps on your behalf:

[steps anticipated in your matter]

We will work with you towards your desired outcome. However, all legal actions are subject to many possible variables such as the demeanour and recollection of witnesses, the availability of substantiating documents and other evidence, and the evidence marshalled by the other side - all of which affect the decision of a judge or jury. Accordingly, we cannot guarantee that your desired result will in fact be achieved. For us to work towards your desired outcome, it will be necessary for you to abide by the terms described in this agreement.

2. Legal Representation

We expect that most of the work will be performed or supervised by a legal services representatives, who may be a lawyer, law student, paralegal or other individuals with legal training. However, we reserve the right to assign other individuals in our organization to perform

legal services if in our judgment that becomes necessary or desirable. Individuals employed by us have a varying level of legal training and many are volunteers.

3. Fees

- ☐ Our services are provided free of charge. However, if you are successful in a legal dispute and a court orders any other party to pay legal costs to you, you agree that any costs paid to you or otherwise recovered shall be paid to us, less any expenses (disbursements) already paid by you.
- ☐ There is fee of **[fee rate]**. The total fee due shall not exceed \$35,000.00 for all services under this agreement.

You hereby assign to us any judgment or order for costs that may be made by the court.

4. Expenses and Allocated Charges (also called disbursements)

You will also be responsible for reimbursing us for expenses (also called disbursements) we incur on your behalf and office charges allocated to your file. These include long distance calls, faxes, postage, deliveries, travel expenses, photocopying, government filing and search charges and the fees of agents who conduct investigations, searches and registrations and all other reasonable out of pocket expenses and office charges.

You will be charged HST on fees and HST on some disbursements.

If you do not agree to pay such disbursements, we may refuse to provide any legal services to you.

5. Interest

Payment is due on all of our accounts when rendered. If any account is not paid within 30 days, interest will be charged on the outstanding balance at the legal rate published pursuant to the *Courts of Justice Act*, or the rate set out in a court order if higher, from the date of the account, until paid.

6. Retainer

- ☐ If this box is checked, you agree to pay a retainer amount of [retainer amount], which shall be held in trust until all services are completed, before we begin working on your matter. Any amounts due to us will be paid from this retainer on a monthly basis. You agree to replenish the retainer as needed. Any unearned amount of the retainer will be refunded to you when all services are completed.

7. Sole/Joint Representation

- ☐ **Sole representation:** We will be representing solely you in this matter. Our representation of you does not include the representation of related persons or entities, such as family members;

friends; the individuals or entities that are shareholders, directors or officers of a corporation, its parent, subsidiaries or affiliates; partners of a partnership or joint venture; or members of a trade association or other organization. In acting for you, we are not acting for or taking on any responsibilities, obligations or duties to any such related persons or entities and no lawyer-client or other fiduciary relationship exists between us and any such related persons or entities.

☐ Representing Multiple Clients with Apparent Same Interest (Joint Representation):

As you know the following **parties** are involved with you in this matter and you and they have asked us to represent all of you:

[client names]

We have discussed with you the principles we must follow of undivided loyalty. No information received from one of you as a part of the joint representation can be treated as confidential as between all of you. If we should receive information from one of you which we are instructed to keep confidential as between all of you, we will have to stop acting for all of you.

We have discussed these matters with you and have concluded that, at least at present, each of your individual interests in this matter are the same.

If we agree to act for one of you in a matter separate from this one, and we receive confidential information from that separate matter that is relevant to this matter, and the client in that separate matter wishes to keep it confidential, then the information must not be disclosed to the other in this matter. This means we must withdraw from the joint representation.

Other conflicts may arise that cannot as yet be foreseen. A conflict of interest occurs when what is best for one of our clients somehow is not best for or hurts another of the organization's clients. At the present time we can represent all of you. However, if it later becomes apparent that there is a conflict, we confirm each of your instructions to attempt to resolve this conflict. If a successful resolution cannot be accomplished in a timely way or at all, or if our attempts to resolve the issue cause us ethical concerns, we will have to withdraw from representing all of you.

We confirm your agreement that if a contentious issue arises,

☐ we may continue to advise **[primary client name]** about the contentious matter

☐ we will cease advising all clients

and that we will refer you to another legal services provider.

Our billings will name and be sent to all of you and each client is responsible for payment of the entire amount. You will need to decide between you how our accounts will be divided.

8. Fraud Prevention

To prevent fraud and ensure the safe and accurate receipt, release, and transfer of any funds or assets, the following steps will always be taken to safeguard such assets:

1. We will only accept funds (or assets) from you **[or additional party]** by way of:
 - X Electronic funds transfer (e-transfer) to our trust account: info@lexdexter.ca
 - X Certified cheque delivered to us at PO Box 20014, Carleton Place, ON K7C 3S0
 - X Credit card at www.lexdexter.ca or by phone (613) 508-0270
2. We will only transfer funds or assets to you by way of:
 - ☐ Electronic funds transfer (e-transfer) to _____
 - ☐ Wire transfer to your account numbered _____
 - ☐ Certified cheque delivered to you at _____
 - ☐ Additional method of funds or asset transfer _____
3. We will only release funds or assets to a third party upon receiving verbal confirmation of the transfer from you and any other party necessary to confirm the veracity of the transfer details.
4. You should not expect to receive any revised instructions for the transfer of funds or assets from us. If you receive any written communication advising of such a change that appears to come from us, immediately contact us at (613) 508-0270 to verbally confirm these changes.
5. If we receive any changes to your contact information, or any changes to the instructions for the transfer of funds or assets as set out above, we will not act on these changes until we have verbally confirmed the new instructions in-person or by calling you at the following phone number: **[client phone number]**

9. Termination of Legal Services

By You

You have the right to terminate our services to you upon written notice to us. If you do, you agree to pay our fees and expenses for our legal services up until the time we stop work. We will ask you to sign a court form which tells the court we are no longer your lawyers.

By Us

Subject to our obligations to you to maintain proper standards of professional conduct, we reserve the right to terminate our services to you for good reasons which include, but are not limited to:

- (a) if you fail to cooperate with us in any reasonable request;
- (b) if our continuing to act would be unethical or impractical;
- (c) if our retainer has not been paid;
- (d) if you fail to pay our accounts when rendered;
- (e) if we are no longer able to act for you for any other reason;

If you terminate our services or we withdraw, you would only have to pay our fees and expenses up until the time we stopped acting for you.

10. Agreement

You confirm communication via the following is confidential and consent to me/our organization contacting you at:

Residential/Business Address:

Mailing Address:

Telephone Number:

If you want us to proceed on the basis described above, please **sign this agreement in the space provided and return one copy to us by email at info@lexdexter.ca** If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please inform us promptly.

Lex Dexter - Clinic Director's Signature

Date

Client's signature

Date