

# Retainer Agreement - Hourly Rate

Date:

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<b>Personal Information</b>	<b>Name:</b>	
	<b>Client Type?</b>	<b>Parent Corp.:</b>
	<b>Business Contact:</b>	
	<b>Address:</b>	
	<b>Telephone:</b>	<b>Facsimile:</b>
	<b>Cellular:</b>	<b>E-mail:</b>

<b>Employer</b>	<b>Name:</b>	
	<b>Address:</b>	
	<b>Telephone:</b>	<b>Facsimile:</b>
		<b>E-mail:</b>

<b>Bank Reference</b>	<b>Name:</b>	
	<b>Branch:</b>	<b>Contact:</b>
	<b>Account #:</b>	
	<b>Address:</b>	
	<b>Telephone:</b>	<b>Facsimile:</b>
		<b>E-mail:</b>

<b>Credit Card</b>	<b>Name:</b>	<b>Card Type:</b>
	<b>Number:</b>	<b>Expiry:</b>
		<b>V Code:</b>

<b>Services</b>	<b>Matter(s):</b>
	<p>The Client authorizes and retains Koskie~Helms (the "Firm") to act with respect to the above noted matter(s) and take such action as the Firm may deem advisable and the Client may instruct. The Firm will keep the Client informed about matters that arise and discuss with the Client any significant decisions the Client must make. The Firm will give the Client its best legal advice, but the Client will make the final decisions. The Client agrees to give the Firm all of the facts and will be totally honest with the Firm. The Client will give the Firm all information and documentation that are or have been in the Client's possession, power or control, relating to, and which could help the Firm in working on, the Client's matter(s).</p> <p>The Firm does not agree to give the Client legal advice or perform legal services relating to any matter other than that set out above.</p>

Fees	<p>The Firm fees will generally be based on an hourly rate and will depend on the actual time spent. <b>No one lawyer will be responsible for the Client's file. From time to time, various lawyers and legal assistants in the Firm office may do some of the work.</b> The current Firm, hourly rates are \$550.00 for senior lawyers, \$200.00 to \$350.00 for all other lawyers and \$100.00 for legal assistants. Higher rates (time and 1/2) will be charged for services initiated by the Client and performed outside normal business hours. <b>All rates are subject to change to the rate at which the Firm provides notice--orally or in writing--to the Client.</b></p>
Deposit	<p>The Client will deposit with the Firm such interim and further monies as the Firm may require on account for its services and to meet anticipated expenses in connection therewith. No work shall be done or continue and no expenses incurred until the financial deposit is received by the Firm.</p>
Payment	<p>In addition to the Firm fee, the Client agrees to pay all expenses, even if the Firm cannot settle the matter(s) or loses at trial. Some of these expenses are long distance telephone calls, postage, photocopying costs, facsimile costs, laser printing costs, costs to deliver documents, court filing fees and necessary land or corporation registration charges. The Firm will regularly bill the Client for its fees and these expenses. The Firm may hire other people such as court reporters, expert witnesses, accountants and property appraisers to help with the Client matter(s). If the Firm hires such people, it may ask the Client to pay these expenses in advance or it may have the bill sent directly to the Client to pay. In addition to Firm fees and expenses, the Client agrees to pay any Goods and Services Tax ("G.S.T."), Provincial Sales Tax ("P.S.T.") and any other taxes that the Firm must charge the Client. The Client agrees that any money from a settlement or judgment, including costs, will be paid directly to the Firm in trust. The Firm will then deduct its fee, any G. S.T. and P.S.T., and any unpaid expenses, and give the Client the balance. Payment is due upon the date of the Client's receipt of the Firm's account for fees, taxes and expenses, whether such account is interim or final. Any account not paid upon receipt of same will be subject to interest at the rate of 2% per month, compounded monthly (26.8% per annum) from the date of receipt. Non-payment of an account is deemed to be grounds for immediate cessation of work and/or termination of this agreement by the Firm. All accounts and notices will be deemed to be received on the date of actual receipt by the Client, the date e-mailed or forwarded by facsimile transmission to the Client or on the second day following the date mailed to the last known address of the Client, whichever is the sooner. The Firm may apply money held on behalf of the Client to its account(s).</p>
Security	<p>You grant us a general continuing security interest in all of your present and after acquired property to the extent of any legal fees and disbursements outstanding in the future. Prior to signing this retainer letter, we recommend that you seek independent legal advice. If you sign this retainer letter without independent advice, you confirm that we have advised you to seek such advice, but that you have declined to do so. You also agree we may register our security interest in the Personal Property Registry at any time we deem fit. This protects our firm in the event that your account remains unpaid and puts us in a security position with respect to your assets. Further, you acknowledge that, at the time of execution of this retainer agreement and the granting of this general continuing security interest to the Firm, you are not indebted to our firm for legal fees or any other monies and you acknowledge that you have not been a previous client of this firm on the matter to which this retainer agreement applies.</p>
Termination	<p>At all times, you have the right, with or without cause, to terminate our services upon written notice to that effect. We reserve the right to terminate our services at any time, with or without cause, and, without limiting the generality of the foregoing, we shall withdraw if:</p> <ol style="list-style-type: none"> <li>a) you fail to cooperate with us in any reasonable request;</li> <li>b) our continuing to act would be unethical or impractical;</li> <li>c) our retainer has not been paid;</li> <li>d) you fail to pay accounts when rendered to replenish the retainer; or</li> <li>e) you are disrespectful towards our support staff.</li> </ol> <p>In either case, the Client will pay the Firm's fees and expenses up until the Firm stopped acting for the Client.</p>
Credit Card	<p>In the event that any outstanding charges on any account rendered by our firm to you are not paid within 30 days of the rendering of the said account, by signing this retainer letter, you are hereby authorizing the Firm to charge the outstanding balance to your credit card described above.</p>

## Assignment

The Client hereby assigns to the Firm the proceeds of any claim(s) associated with the matters for which the Client has retained the Firm, whether recovered by the Client or on the Client's behalf, whether by way of settlement or litigation, to the extent of the indebtedness of the Client to the Firm. The Client agrees that any indebtedness of the Client to the Firm will be secured by all amounts recovered by the Client or for the Client or on the Client's behalf, whether by way of settlement or litigation and the Client will notify the Firm of the receipt of any proceeds of the aforementioned claim(s), and the Client will provide said proceeds to the Firm to the extent of indebtedness of the Client to the Firm on request. The Firm may collect, realize or otherwise deal with the assigned premises in any manner and at such time or times as may see to it advisable and without notice to the Client and any monies received by the Client in respect of the assigned premises will be received as trustee for the Firm and will be forthwith paid over to the Firm by the Client. The amounts collected or received by the Firm may be applied on account of such parts of the indebtedness and liability of the Client as the Firm seems best without prejudice to its claims upon the Client for any deficiency. The Firm may grant extensions of time and other indulgences, take and give up securities, accept compromises, grant releases and discharges and otherwise deal with the Client and others and with the assigned premises and other securities as the Firm may see fit without prejudice to the liability of the Client or to the Firm's right to hold and realize this security. The Firm will not be liable or accountable for any failure to collect, realize or obtain payment of the assigned premises or any part thereof and the Firm will not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the assigned premises or any part thereof or for the purpose of preserving any rights of the Firm, the Client or any other person in respect of the same. The Firm may charge on its own behalf and also pay the other reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with collecting, realizing and/or obtaining payment of the assigned premises or any part thereof and may add the amount of such sums to the indebtedness of the undersigned.

## Expectations

We will render our best professional skills and judgment representing you. However, you acknowledge that we have made no promises as to the outcome of the case.

It can take a number of years for matters to be settled by either trial or agreement. Factors that determine the time required include: the other party's frankness and cooperation in disclosing information and producing documents, the need for evaluations of property, the need for interim applications to court, the number of documents involved, the degree of hostility between you and other parties, the wait for an available court date (and the possibility that the court may be overbooked and your case postponed to a later date), and the availability of other parties' lawyers. We may have little or no ability to assist you with an early resolution of your legal matters, depending on the cause of the delay. We will keep you fully informed of all events as they develop in your case, but there may be periods of unavoidable delay. We will do what we can to minimize this problem.

Because we are involved in litigation practice, our lawyers are quite often in Court or involved with other clients. As a result, lawyers may frequently be difficult to reach by telephone. In this regard, we ask you to be patient and assume that our lawyers will respond to your telephone inquiry as soon as possible. If the matter is urgent, please speak to a legal assistant, send a letter or facsimile or book an appointment if you are unable to a lawyer by telephone. We will do our best to respond to your inquiry. We expect, in return, our clients to be forthright and honest in their dealings with us. We expect our clients to keep us apprised of all developments with respect to their present circumstances and we further expect our clients to follow our advice when appropriately given. You authorize us to communicate with you via e-mail if you have an e-mail address.

From time to time, it may be necessary for us to adjourn your matter in court. This may be because we feel it is necessary to do so or, alternatively, we have a request from opposing counsel that we cannot necessarily refuse. By retaining us, you are giving us authority, in advance, to consent to or request adjournments that we feel are warranted and necessary.

## Costs

The Court may order the other party to pay costs. These are meant to indemnify you for a portion of the legal fees and disbursements incurred by you. Such awards are unpredictable and completely within the discretion of the Court. Any amount received from a third party as the result of a Court Order will be credited to your account or refunded to you if you have paid us all fees and expenses due under this Agreement. You are responsible for the collection of these costs unless you instruct us to take proceedings to collect them on your behalf. You will be billed at our hourly rate for that service. You remain totally responsible for payment of all fees and disbursements under this Agreement.

Miscellaneous

**The Firm does not guarantee any fee estimate.** As well, the Firm cannot guarantee the successful outcome of this matter. If the Client is unhappy with the outcome, the Client could have recourse to the Courts to appeal or change the result. This agreement does not cover the work that would be involved in such an appeal or effort to change. This agreement also does not cover any steps that may have to be taken to realize on any settlement or judgment. Although the Firm's fees will generally be based on the actual time spent, the total fees charged will reflect the value of the Firm's service. For example, the Firm's total fees may be higher than a simple calculation of the total hours spent. When determining what the value of the Firm's services is, the Firm will consider whether it utilized previously developed documents, it had to put aside work on other files because the Client's matter was urgent, it had to spend time outside normal business hours or the Client's case was extremely complex.

The Client may apply to the Court of Queen's Bench to tax any of the Firm's bills for fees and disbursements. Except in special circumstances, such application must be made within 30 days after the day on which the Client received the bill.

The Client also acknowledges being advised by the Firm that there is always a risk the Client may well be found to be responsible to other parties for costs related to the other party's fees and expenses.

Once your file has been completed, we will store your file for 10 years, after which time the file will be destroyed. You are free to pick up your file at any time once it is completed and your account has been paid.

The Client consents to the Firm's collection, use or disclosure of the Client's personal information to properly advise and represent the Client. The Client acknowledges the risk to confidentiality in communications by e-mail, facsimile machine, cellular telephone and other electronic means. Despite any such risk, the Client authorizes the Firm to use such means for purposes of communication with the Client and others. **So the Firm may continue to act for the Client, the Firm may, on a periodic (usually monthly) basis, ask the Client to confirm various facts concerning its services and fees. The Client agrees that the Firm may, in its discretion, suspend performance of its services and hold the Client's files in abeyance until the Client dates, signs and returns a positive confirmation, in writing, of the said facts to the Firm. This agreement contains the whole agreement between the Client and the Firm.** It will not be changed unless the Client and the Firm both agree and sign any changes. It will legally bind anyone such as heirs and legal representatives who replace either the Client or the Firm.

This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or other means of electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement on the day of such communication by the parties so delivering such copy.

**The Client and Guarantor signing below, if any, acknowledges having read and received a copy of this agreement.**

Signatures

Client:

Firm:

Guarantee

Performance of this agreement is guaranteed. The Guarantor acknowledges joint and several liability for payment of Firm fees and expenses incurred in this matter.

Guarantor Signature:

Address:

Telephone:

Facsimile:

Cellular:

E-mail: