

## RETAINER AGREEMENT

TO: **KEMP PIRIE CROMBEEN**

I HEREBY RETAIN and instruct you to advise me and act on my behalf with respect to bringing a claim re: \_\_\_\_\_ and such other matters as I may instruct you from time to time either orally or in writing. The effective date of this agreement is

, 2017

I AUTHORIZE you to employ on my behalf such counsel, such experts and such agents as you consider necessary or proper for the conduct of this proceeding and I agree to pay all reasonable amounts that they may charge for their services and expenses they incur on my behalf.

I ACKNOWLEDGE that you will **render interim accounts to me on a monthly or other periodic basis** for fees, Harmonized Sales Tax and disbursements. I agree to pay these accounts upon receipt, and interest on any accounts remaining unpaid after thirty days. I understand that you will withdraw your services, subject to court approval if required, if I do not pay your account when rendered.

I ACKNOWLEDGE that except as otherwise provided in this Retainer Agreement, your fees will be based on the time spent on this matter on my behalf subject to minimum fees, and subject to adjustments for the amount involved, complexity of the issues, the results obtained, urgency and other factors used by lawyers in setting a reasonable fee. You have agreed to make your time records available to me for my review at any mutually convenient time if I have any question or concern about them. Disbursements will include, but are not limited to, such items as transcripts, court fees, travel costs, computerized legal research, Xenex Media Corp. for Ontario Civil Litigation Court Form System Access Fee (one-time fee of \$75.00), word processing, facsimile charges and fees for counsel, agents and experts, photocopy charges and delivery charges.

I UNDERSTAND that the hourly rate for **Kathryn J. Pirie is \$325.00 per hour**, subject to the following **MINIMUM fees** for attendances at court or at examinations:

a)	Consent adjournment	\$325.00
b)	Obtain consent order	\$650.00
c)	Examination for discovery or cross-examination	\$4,000.00
d)	Pre-trial conference, settlement conference or case conference	\$4,000.00
e)	Contested Motion	\$4,000.00
f)	Trial or Hearing (Per day)	\$4,000.00

These minimum fees are in addition to preparation time, which is charged at the lawyer's hourly rate.

I UNDERSTAND that you will keep me informed of the progress and development of this matter and that you will rely on information and instructions that I provide to you. I UNDERSTAND that email is the preferred form of communication and I will inform you if I would prefer not to use e-mail. If I have any questions about your services, billing or any other aspect of my representation, I will contact you.

I UNDERSTAND that any information I share with you is confidential and that you will not discuss this matter with any third party except with my written consent (or only as may properly be required to enforce payment of your account, or to respond to a professional complaint, or as may be specifically required by law).

I UNDERSTAND that any original documents I provide to you will be returned at the completion of this matter and that I am entitled to receive copies of any documents relating to the legal services that you have performed for me. I UNDERSTAND that after my file is closed, that documents will be stored for a period of time and then destroyed.

I UNDERSTAND that your firm cannot, without appropriate consents, represent a party if there is a conflict of interest with other clients. Based on information that I have provided to you, you have conducted a search for actual or potential conflicts of interest and are satisfied that you can act in this matter. I UNDERSTAND, however, that potential conflicts of interest of which your firm is not aware may arise that would preclude you from continuing to represent me. I UNDERTAKE to provide you with any information, at this time or during the course of my representation which I believe may be relevant to any actual or potential conflict of interest in connection with my representation.

I UNDERSTAND that Kathryn Pirie will be the lawyer responsible for this engagement. I authorize you to use other lawyers, clerks and students as you deem appropriate at the established rates of your firm for their services. Rates may be varied annually, without notice. You will advise me of such hourly rates at my request.

Please ensure you c.c. Glenna Gaudette, assistant to Kathryn Pirie on all emails. Ms. Gaudette's email address is [civil.law@kemppirie.com](mailto:civil.law@kemppirie.com).

I AGREE to deposit with you, in trust, the sum of **\$3,500.00** and acknowledge that this sum will be held by you in a non-interest bearing account. I authorize and direct you to use such funds to pay for any disbursements incurred on my behalf and for interim accounts for fees, Harmonized Sales Tax, and disbursements.

**I agree to make further deposits as requested. I understand that you will require at least \$3,500.00 on deposit at all times, or a larger amount you deem sufficient from time to time to cover anticipated fees, Harmonized Sales Tax, and disbursements in advance of services being rendered or disbursements being incurred on my behalf. I agree and understand that you will withdraw your services, subject to court approval if required, if I do not make any deposit as requested from time to time.**

I AUTHORIZE AND DIRECT you to receive any funds to which I may become entitled in connection with this matter and deposit them in your trust account. I authorize you to apply such funds to any of your outstanding unpaid accounts to me for fees and disbursements.

I MAY TERMINATE this retainer at any time and you may withdraw your services in appropriate circumstances upon notice to me, subject to any required court approval.

I ACKNOWLEDGE receipt of a copy of this Retainer Agreement.

DATE: \_\_\_\_\_, 201

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CLIENT NAME