#### [engagement letter and consent]

#### Law Firm or Attorney Name

Street Address City, Michigan XXXXX

(XXX) XXX-XXXX (Telephone)

  email@domain.com

website address Date

**VIA \_**

Client First and Last Name

Client Street Address

Client City, Michigan XXXXX

Re: Limited Scope Representation

Dear Mr./Ms. Client Last Name:

Thank you for choosing Law Firm or Attorney Name to represent you. This letter explains the scope of my/our representation of you, the firm’s billing procedures, what you can expect from me (and the firm), and what we expect of you.

My/our representation in this matter is limited to representing you only, and does not extend to anyone else. We performed a conflict check which shows we have no conflict in representing you. If this changes, we will tell you as soon as possible.

**Scope of Representation**: We have agreed to limit the scope of my/our representation of you. This means that I/we will only handle specific and limited parts of your legal problem. I/We have agreed to provide the following limited services for you:

[ ] Services over a specific date/time period or until a milestone is met: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Examples: date, until judgment and submission of order, etc.*

[ ] Services related to a specific purpose(s) or activity(ies): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Examples: Mediation, arbitration, discovery, deposition of party/ies, trial, scheduling conference, Motion for Summary Disposition, etc.*

[ ] Services related to a specific subject matter(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Examples: Child Support, QDRO, property settlement, contractual dispute, TRO, etc.*

[ ] Representation in the hearing scheduled for \_\_\_\_\_\_\_\_\_\_\_\_\_ [ ] and in any continuance of that proceeding.

 *Examples: trial (date), Motion for Summary Deposition (date), etc*.

[ ] See attached Checklist showing which specific services I/we will be doing for you.

I will perform these services in a timely, professional manner. We may communicate with you by [ ] regular mail, [ ] text, and/or [ ] email. There are some security risks to communicating by email or text. If you would prefer that we not do so, please tell me as soon as possible.

**You understand and agree that the services described above are limited in nature – I/we am/are not representing you in every part of your legal problem. You also understand and agree that:**

* **I will not give more help or do more work than what is described above.**
* **I am not promising any particular outcome in your case.**
* **Because the services I am providing are limited, I investigated only the facts related to the services listed above.**

**Changes to this Agreement**: You and I may decide to change the scope of my/our representation of you. If you want me/us to take on additional work, we will agree together what that extra work will be, and we will update this agreement and both sign the new version.

**Communication**: Usually, if you have an attorney representing you, the attorney for the other side isn’t allowed to talk to you. However, when you have a limited scope attorney there are some things the other attorney can talk to you about directly. You and I may need to decide, and put in writing, who will talk to the other attorney about what topics.

If I/we file an appearance in court, the opposing party or attorney will send **both** you and me/us copies of everything they file with the court and any letters or emails discussing your case.

**End of Representation:** Our representation of you can end in one of three ways:

* I/we finish the work we agreed to do for you. When we are finished, we will send you a letter letting you know the work is done. If we appeared in court, we will file a Notice of Withdrawal of Limited Scope Appearance. If you don’t think we have done everything that we agreed to, please let me know. You may also file an objection to the Notice of Withdrawal of Limited Scope Appearance within 14 days of when that Notice is filed. If that happens, the Judge will decide whether we have finished our work.
* You can decide you don’t want me/us to represent you anymore, for any reason. You will still owe us for work we have done for you until this point.
* If for some reason, we cannot continue to represent you according to the Michigan Rules of Professional Conduct, we will end our representation of you. We will explain this to you if this happens.

When our relationship is over, I will return your original documents to you. If you want, you may get copies of other documents in your file, but we may charge you for copies. We won’t give you copies of our “work product” – research and notes from attorneys and others who worked on your case. After [ ] years, we will destroy our copy of your file.

**Billing:** You will be billed by [EXPLAIN FEE ARRANGEMENT, retainer, payment expectations, including whether flat fee or hourly – see [SBM PMRC](https://www.michbar.org/pmrc/clientrelations) for examples of billing language and other retainer language you may want to add].

In addition to paying for the legal services described above, you are responsible for paying or reimbursing out- of-pocket expenses related to your case. These may include things like:

* filing fees
* notary fees
* postage, overnight, or express delivery fees
* copying costs
* courier, process server, and investigator fees
* out-of-town travel costs
* parking fees
* court reporter fees and transcription costs

I/we expect you to pay me each month when I/we send you a bill. [or] When your case is over, I/we will send you an invoice. [or] [Add other billing language.] If you have a question about any invoice, disbursement, or about the services performed, please call me when you receive the invoice. If I don’t hear from you within fifteen (15) days of the date of the invoice, I/we will assume that you reviewed it and find it acceptable.

If we need to go to court to collect our fees from you, you will be responsible for all additional costs of collection, including reasonable attorney’s fees and costs.

**Agreement:** These are the terms and conditions of my/our agreement to represent you. Please sign below if you agree. Please keep a copy for your records. If you have any questions about my/our agreement, please contact me immediately.

Sincerely,

Law Firm Name

AGREED AND ACCEPTED

Attorney Name Date

Client Name Date

**CONSENT TO LIMITED SCOPE REPRESENTATION**

You and a lawyer may agree that the lawyer will represent you in an entire legal matter, or only in certain parts of it. "Limited representation" occurs if you hire a lawyer only for certain specific legal work – not for an entire case or matter.

When a lawyer agrees to provide limited representation, the lawyer must act in your best interest and give you competent help. However, when a lawyer and you agree that the lawyer will provide only limited representation,

* The lawyer does not have to help you beyond your original agreement and
* The lawyer does not have to help with any other part of your case.

If you and a lawyer agree to limited representation, review this form and sign it. Your lawyer will also sign to show their agreement. By signing, you both agree that the lawyer will help you by performing limited representation. It is preferred that you and the lawyer put any agreement you reach in writing.

Consent

I have read this Consent to Limited Representation Form and I understand what it says. As the lawyer’s limited scope client, I understand and agree that:

* the lawyer who is helping me with these services is not my lawyer for any other purpose and does not have to give me any more legal help; and the lawyer is not promising any particular outcome; and
* because of the limited services to be provided, the lawyer has only investigated those facts necessary to do the listed tasks competently and according to court rules.

Below is my permanent address and a telephone number where I may be reached. I understand that it is important that my lawyer, the opposing party, and the court handling my case be able to reach me at this address. I will inform my lawyer, the Court, and any opposing party or attorney of any change in my permanent address or telephone number.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney Name and PNumber Party Name

Attorney Address Party Address

Attorney City, State, Zip Party City, State, Zip

Attorney Telephone Number Party Telephone Number

Dated: Dated: