

SAMPLE RETAINER

**To: Gary A. Beaulne
Barrister and Solicitor
100 – 400 Applewood Crescent
Vaughan, Ontario
L4K 0C3**

**Re: Name of client
Re: matter**

I, [name of client], hereby retain Gary A. Beaulne (“you”), to act as my solicitor in my family law matter between myself and [name of opposing party].

Scope of Service

You are authorized and instructed to take all action and do all things necessary and proper in the conduct of my case, including if necessary, one or more of the following:

- Negotiate and draft a cohabitation agreement, marriage contract, or parenting agreement;
- Negotiate and draft a comprehensive (interim or final) separation agreement or other domestic contract;
- Institute or oppose proceedings in court including proceedings pursuant to the Family Law Act, the Divorce Act, the Children’s Law Reform Act and the Child and Family Services Act;
- Obtain a divorce only on an uncontested basis.

I, [name of client], hereby request and authorize you to act for me in connection generally with the above matter and to take whatever steps you, in your sole discretion with prior consultation with me, deem appropriate or advisable, unless under circumstances which prevent such prior consultation and, in your opinion, require immediate action. In such circumstances you are hereby authorized to do anything necessary for the protection of my interests and to act as my solicitor therein in such manner as you may deem expedient and proper.

I understand that you may and I hereby authorize you to, at your sole discretion after consultation with me, retain and employ accountants, actuaries, other counsel, as well

as such other experts, appraisers, medical or health professionals, and financial consultations as you deem fit, on my behalf, to assist in and to conduct my matter on my behalf. I agree that I shall be directly responsible for the payment of such agents or experts for services rendered.

Retainer, Terms of Payment, and Billing

I confirm the following:

- I agree to retain you at an hourly rate of \$425.00 and understand that from time to time your junior lawyer will do work on my behalf in connection with drafting, legal research and other tasks, and that in such an event I will be billed for her time at \$260.00 per hour.
- I agree to deposit with Gary A. Beaulne in Trust the sum of \$ as a retainer and to deposit from time to time, as and when requested, such further interim retainer monies as you may require to meet anticipated disbursements, and such further amounts as you may require on account of your services.
- I understand that no work will be done and no disbursements incurred until the initial financial retainer is deposited and this document executed.
- I will replenish my retainer when requested to do so.
- When the retainer provided has been exhausted or is insufficient to cover the work that needs to be done or disbursements that need to be incurred, I understand that no further work will be done on my behalf and no further disbursements will be incurred until the financial retainer is replenished in the amount requested.
- I understand that you will render accounts to me on the basis of time spent on my behalf.
- I understand and agree that payment of my accounts for fees and disbursements is due upon receipt, and that interest will be charged pursuant to the Solicitors Act. Each such account is deemed to be final notwithstanding that the work may be ongoing. The amounts charged will be based on the then current rates which are set out in the Billing Information for New Clients attached.
- I hereby authorize you from time to time to transfer to the general account towards your fees and disbursements, funds from any retainer I may give to you.

Advice Given

I acknowledge that I have been advised that:

- Any claims I may have to an equalization of net family property under the Family Law Act may be barred by the passage of time if I do not start court proceedings within 6 years of my separation from my spouse or within two years after a divorce or judgment of nullity, whichever is sooner.
- I should consider revoking any existing will and make a new one now, and that when matters with my spouse are resolved, I should consider making a new one at that time.
- I should consider changing beneficiary designations on my RRSPs and my life insurance policies, and to consider severing any joint tenancies that I hold with my spouse.

General

I acknowledge:

- Receipt of a copy of all of the documents that form part of this contract, namely:
 1. Billing Information for New Clients (updated as at August 2012); and,
 2. This Retainer.
- I have read and understood the two documents, namely, the Billing Information for New Clients coupled with this Retainer that together form the complete Agreement between us. I hereby agree to retain you as my solicitor based on the policies and terms outlined in each of those documents as well as in this retainer.
- The effective date of this agreement will be the date when, having been executed by me, one copy of the agreement is received by you and you receive the deposit required as stated above. Once effective, this agreement will, however, apply to services provided by you on this matter before its effective date.

The foregoing is agreed to by:

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DATE: _____

Signature of Lawyer

DATE: _____

Signature of Client