

## **Contract**

This is a contract between [Contract Attorney], Attorney at Law (hereinafter, "[Contract Attorney]") and [Attorney Client], Attorney at Law (hereinafter, "[Attorney Client]").

### **Section 1: Engagement and Scope of Work**

[Attorney Client] hereby engages [Contract Attorney] to render services at [Attorney Client]'s request to be used, at her discretion, for her [type of matter(s)]. The scope of work includes, but is not limited to, *eg.* consulting, review of documents, legal research, preparation of legal memoranda and drafting pleadings on issues arising in [Attorney Client]'s [type of matters].

[Attorney Client] acknowledges that [Contract Attorney] may have previously researched the issues or read the case law involved in the work that she requests but understands that all research [Contract Attorney] performs at [Attorney Client]'s request is tailored for the particular factual situation presented. [Contract Attorney] agrees not to knowingly discuss with, or accept a project from, any other attorney on a matter involving the opposing party in any matter on which [Contract Attorney] has worked for [Attorney Client], if [Contract Attorney] is informed of the identity of the parties and relevant case information involved in the matter. [Contract Attorney] will safeguard the confidentiality of any materials provided by [Attorney Client] related to any of her clients.

### **Section 2: Compensation**

[Attorney Client] agrees to pay [Contract Attorney] [\$Contract rate] per hour for [Contract Attorney]'s work that involves research, writing or drafting research memos, pleadings and other legal documents. For consulting time that does not directly involve research or drafting of documents, [Attorney Client] agrees to pay [Contract Attorney] at the rate of [\$Contract rate, if additional] per hour, with a one-hour minimum charge for initial consultations. In addition, [Attorney Client] agrees to pay all billed costs related to [Contract Attorney]'s work, including telephone charges, copying charges at [\$ amount] per copy, on-line service charges and/or mailing costs. Should [Attorney Client] request work that requires travel to any location other than [Contract Attorney]'s office, [Attorney Client] will advance the estimated travel expenses and [Contract Attorney] will bill for travel time at her regular hourly rate.

[Contract Attorney] will submit a bill to [Attorney Client] for services rendered either at the conclusion of her work on a project or at the end of each month if the work is continuing. [Attorney Client] agrees to pay [Contract Attorney] within 14 calendar days from the date the bill is received. [Attorney Client] further agrees that she is responsible for payment of [Contract Attorney]'s fees and costs as set forth herein regardless of whether or not her client(s) pays her for any amounts that she bills for [Contract Attorney]'s time or any other charges and regardless of the outcome of any of her client's matters, including any matter on which [Contract Attorney] performs work for her.

### **Section 3: No Attorney-Client Relationship with [Attorney Client]'s Clients**

[Attorney Client] agrees that this agreement for [Contract Attorney]'s services is completely independent of any agreements or financial arrangements between [Attorney Client] and her client(s). [Attorney Client] understands that [Contract Attorney] will not accept payments or documents directly from any of [Attorney Client]'s clients or trust funds, but only from [Attorney Client]'s office. Further, [Attorney Client] agrees that [Contract Attorney] has no attorney-client relationship with her clients and that no work [Contract Attorney] performs on any of [Attorney Client]'s cases will establish any attorney-client relationship between [Contract Attorney] and [Attorney Client]'s client(s).

[Attorney Client] agrees to take no action that would suggest or imply to any of her clients or any other

counsel involved in the case that [Contract Attorney] also represents the client. [Attorney Client] will ensure that any agreement between her and her client(s) for charging the client(s) for the cost of [Contract Attorney]'s work will specify that no attorney-client relationship is thereby created between [Contract Attorney] and [Attorney Client]'s client(s). [Attorney Client] and [Contract Attorney] agree that this agreement is not intended to benefit any of [Attorney Client]'s clients and that [Contract Attorney] will have no direct contact with any of [Attorney Client]'s clients.

[Attorney Client] understands and acknowledges that at all times during [Contract Attorney]'s work on any matter for her, [Attorney Client] is and remains the attorney of record on her client(s)' matters and is solely responsible to her client(s) for all arguments, approaches, advice and legal decisions in that matter. [Attorney Client] and [Contract Attorney] agree that all suggestions, approaches, research and other work done by [Contract Attorney] for [Attorney Client] are at all times subject to [Attorney Client]'s independent review, revision and approval, and that [Attorney Client] is solely responsible to her client(s) for the content and legal effect of any arguments made or documents used based on [Contract Attorney]'s work in any matter.

#### **Section 4: Independent Contractor Relationship**

[Contract Attorney] agrees to perform the services specified herein solely as an independent contractor. [Contract Attorney] and [Attorney Client] recognize that this agreement does not create any actual or apparent agency, partnership, franchise, attorney/client relationship or relationship of employer and employee between the parties. [Contract Attorney] is not authorized to commit [Attorney Client] to any agreements and will not represent herself as [Attorney Client]'s agent or legal representative. [Contract Attorney] shall not be entitled to any remuneration, benefits or expenses other than as specifically provided for herein.

#### **Section 5: Indemnification**

All work [Contract Attorney] performs for [Attorney Client] is done at her sole direction and instruction and based on information provided only by [Attorney Client]. [Contract Attorney] has no control over [Attorney Client]'s use of [Contract Attorney]'s work product on any of her cases, no ability to independently evaluate [Attorney Client]'s clients nor any way to know the content of any communications between [Attorney Client] and her clients, including, but not limited to, the nature of the legal advice rendered by [Attorney Client] to her clients. Therefore, as a condition of performing work for [Attorney Client], she and [Contract Attorney] agree that [Attorney Client] will fully indemnify [Contract Attorney] from all claims of liability made by any of [Attorney Client]'s client(s) for whom she has used [Contract Attorney]'s work. This is an agreement to indemnify against all liability, including any damages suffered for payment of a judgment or settlement for liability, loss, costs, damages, attorneys' fees and/or expenses of whatever kind or nature that [Contract Attorney] may incur or become liable for to any of [Attorney Client]'s clients as a result of performing any work she requests. Nothing in this agreement limits [Contract Attorney]'s liability to [Attorney Client] for [Contract Attorney]'s professional malpractice.

#### **Section 6: Termination**

[Contract Attorney] agrees that [Attorney Client] may discontinue her services at any time, for any reason, and [Contract Attorney] agrees to return any original documents provided to her, as well as any research and/or written work she has completed, upon such termination. [Attorney Client] agrees to pay [Contract Attorney] for her work, and all costs she has incurred in connection therewith, regardless of the stage at which she terminates [Contract Attorney]'s work. However, [Attorney Client] understands that it is her obligation to inform [Contract Attorney] by email or other written communication if the status of a case on which she has asked her to perform work changes before [Contract Attorney] performs the work. If a case

settles and [Attorney Client] no longer requires the work but fails to inform [Contract Attorney], and [Contract Attorney] performs the requested work, [Attorney Client] agrees to pay [Contract Attorney] for any such work performed before she is so informed.

**Section 7: Enforcement**

In the event that any legal action is necessary to enforce this agreement, [Attorney Client] and [Contract Attorney] agree that the prevailing party will be entitled to collect reasonable attorney fees and costs from the other party. In mutual consideration of the above, [Attorney Client] and [Contract Attorney] enter into this contract effective on the date last signed below. They also agree that a signed facsimile or emailed copy of this agreement shall be treated as an original.

Date: \_\_\_\_\_  
\_\_\_\_\_ [Contract Attorney]

Date: \_\_\_\_\_  
\_\_\_\_\_ [Attorney Client]

