

Sample Retainer Agreement for Financial Specialist

Date

Mr. and Mrs. John Client
100 Main Street
Anywhere, AS 99999

RE: Marriage of John and Mary Client
Case No. 07-FA-0001

Dear Mr. and Mrs. Client:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitation of the services we will provide you in your collaborative family law proceeding.

Attorney Smith and Attorney Jones will direct our services with input and direction from you as needed. To the extent required, we will gather and analyze all financial information and other pertinent data and prepare various schedules and analyses to support the documentation necessary for your divorce action. You and the parties in this matter will use the analyses that we prepare for resolution of this matter.

In performing our services, we will rely on the accuracy of the financial information and other pertinent data provided by you. We will not audit, compile or review any information provided or express any opinion or other form of assurance on the information. It is expressly agreed that we will not be responsible for errors or omissions that may occur resulting from failure to provide accurate, reliable and complete information.

We take no responsibility to update our reports for events and circumstances occurring subsequent to the date of its issuance, nor do we warrant or predict the result of final developments in this matter. The reports are not intended to be used for any purposes other than specified in the report letters.

It is understood that our work in this matter is based on joint agreement of the parties and the terms of the Collaborative Stipulation and Order. As such, we are disqualified from appearing as an expert witness for either party to testify as to any matters related to our work product in this process. All notes, work papers, summaries and reports will be inadmissible as evidence in any contested proceedings involving these parties.

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Our fees for this matter are based on the time expended at the standard hourly rates for the individuals assigned to this matter. In this case, my hourly rate will be \$___ per hour. In addition to fees, we will be reimbursed for any travel and out-of-pocket expenses. Before we begin our work, we request a retainer of \$_____.

Our billing policy requires us to submit progress billings on a monthly basis as the work progresses. Bills are due upon presentation. We will submit invoices to each of you for one-half of the billed fees unless we are directed otherwise. Our policy further requires that interest be charged at the rate of 1.0% on any balances that are outstanding for more than 60 days. We reserve the right to discontinue service if bills remain unpaid for more than 90 days.

If the terms and conditions of this proposal are in accordance with your requirements, please sign one copy of this letter as your authorization to proceed and return it to us in the envelope provided along with your retainer payment.

If you have any questions about any of this information, please contact me. Thank you.

Sincerely,

Financial Specialist

Client

Date

Client

Date