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Our File: _____

Retainer Agreement

Thank you for retaining Peak Family Law (Peak) to provide legal services on your behalf. Peak prides itself on providing professional, high-quality, and ethical services in accordance with the *Legal Profession Act*, the Code of Conduct, the Rules of the Law Society of Alberta, the *Alberta Rules of Court*, and other governing regulations.

This is my Retainer Agreement. This Agreement sets out the terms of my appointment and explains my role as independent counsel for you.

This Retainer Agreement also outlines your responsibility with regards to the fees for legal services. It outlines my fees, how you will be charged, and other important matters between you, Peak, and myself. Before we can provide you with any legal services, you must sign and return one copy of this Retainer Agreement to our office and to provide funds for the initial retainer. Please ensure you keep a signed copy for yourself.

If you have any questions regarding any of the matters outlined in this Retainer Agreement, please contact me as soon as possible.

1. Communication

The communication between us is protected by Solicitor Client Privilege meaning that you may tell me anything and I cannot tell others what you have told me unless I truly believe you are an immediate threat to yourself or others.

It is important to be honest with me. I cannot represent your interest unless I fully understand the situation. This is not a time to keep information from me.

2. Role

My role is to advocate for you. The legal system is an adversarial system in which my role is not to protect the rights of the other party. That said, should I feel that advocating for your position is contrary to the best interests of your children, my personal ethics will require me to withdraw from the matter. If that is the case, I will notify you in writing.

3. Fees

Peak must comply with Rule 10.2(1) of the *Alberta Rules of Court* when rendering accounts. Rule 10.2(1) states:

10.2(1) Except to the extent that a retainer agreement otherwise provides, a lawyer is entitled to be paid a reasonable amount for the services the lawyer performs for a client considering:

- (a) the nature, importance, and urgency of the matter,
- (b) the client's circumstances,

- (c) the trust, estate, or fund, if any, out of which the lawyer's charges are to be paid,
- (d) the manner in which the services are performed,
- (e) the skill, work and responsibility involved, and
- (f) any other factor that is appropriate to consider in the circumstances.

4. Retainer

Prior to commencing any legal services on your file, Peak requires a retainer. This money will be held in Peak's trust account and will be withdrawn as legal services are provided to you. In signing this Retainer Agreement, you authorize Peak to withdraw monies from your retainer held in trust to pay for your legal services and disbursements associated to your matter.

Peak requests an initial retainer of **\$3,500** which will be held in trust for you and used for the payment of legal services and disbursements (please see the Billing section in this agreement for more information).

The monies in your retainer / trust account always remain yours (subject to claims for unpaid legal services and unpaid disbursements). You may request the balance be returned to you at any time.

In signing this agreement, you agree that you will maintain a minimum trust balance of \$2,000 at all times and replenish it, if required, within 5 days of notice.

No further steps will be taken on your behalf if your account is not current, remains outstanding, or you do not have sufficient funds in your trust account. Peak may, at our discretion, cease to act on your behalf and pay, without notice to you, the outstanding account from the retainer. Should there be outstanding fees, your signature below authorizes Peak, its agents or assigns, to search by name for, or to charge or place a lien(s) or caveat(s) on, any funds held in trust, real property, personal property you own or may claim an interest in, whether now or in the future, for unpaid fees, disbursements, and collection costs, including time incurred to search for property, draft and file such liens.

Anticipated Fees: Upon scheduling trials, court appearances, or where we anticipate significant time/costs to be expended on your file, I will provide an amount of additional funds required to be added to your trust account. You agree you will provide such funds within 5 days of notice (or other date as specified by me). The amount provided is an estimate and the actual cost may be more or less. Should you be unable to provide the required funds in the required time, I may withdraw as counsel from your file.

5. Hourly Rates

The standard practice of law firms is to bill in six-minute intervals – meaning, the file will be billed 0.1 hours for every six minutes or less spent on the file. The minimum charge is 1 hour for court appearances and .2 hours for all other tasks. The duration and total cost will depend on several factors including the complexity of the issues, the urgency of the matter, and the extent of the litigation. Accordingly, it is difficult for our office to provide you with an estimate of total legal costs or duration for completion.

My normal hourly rate is \$350.00 per hour.

The above hourly rate will be applied to all legal services provided to you. This includes meetings, emails sent, emails received, communications with you, communications with the other party, their

counsel, experts, or other necessary individuals, telephone calls, video conferences, in-person consultation, file reviews, drafting of documents, court appearances (including wait time), account collection, and travel time.

There are times that I might direct a legal assistant/support staff or student-at-law to provide services on your file. Should that occur, you will be billed at the applicable rate and the cost to you will be less than if I was to perform the same work. I will not request a legal assistant or support staff to provide legal services that must be completed by a lawyer.

6. Disbursements

In addition to the hourly rate, there may be disbursement charges of:

1. Routine, administrative charges and
2. One-time or occasional third-party charges

Routine, administrative charges are relatively inexpensive charges required to facilitate the legal matter such as: photocopying, faxes, postage, cheque certification, and file retrieval. Printing, photocopying and facsimile may be charged at a rate of \$0.20 per page. Third-party routine, administrative charges include court runner fees, court filing and other court fees, process server fees up to \$250, courier fees, transcripts from questioning and court proceedings, international telephone calls, and registry fees. You can find more information about court filing fees at: <https://albertacourts.ca/publications-and-forms/changes-to-court-fees>. You agree Peak to reasonably charge your account for these routine, administrative charges without prior approval.

One-time or occasional third-party charges which require your advance authorization include items such as process server fees in excess of \$250, travel expenses, and expert reports.

7. Billing

As a standard practice and in effort to ensure you are fully informed of your legal services and costs, Peak will send you interim bills on a routine basis. These interim bills outline the legal services provided. When the legal matter is concluded, you will receive a final bill.

We require all matters to have a credit card on file. You may complete the form at the end of this document or we may provide an electronic link where you can register your credit card.

You also may pay the initial retainer by e-transfer to payments@peakfamilylaw.ca. If a password is required, please use 'retainer'. If we do not have an e-transfer when your matter is created, we will put the initial retainer on your credit card.

Our normal practice is as bills are rendered, they are paid first with funds from your trust account, second from your credit card if necessary, and your credit card will be used to replenish the trust account to the minimum balance.

By default, interim and final bills will be provided to you by email to the main email address we have on file for you.

Peak accepts payment by cash, debit, all major credit cards (except American Express), e-transfer, or cheque. Please note that any payment by credit card may be subject to a 3.0% surcharge to reimburse charges by the credit card service provider. Final Bills may be paid from funds in your trust account.

When your legal matter is concluded and all legal fees including disbursements have been paid, any remaining retainer monies held in trust by Peak will be released to you.

Interest on Past Due Accounts: All accounts are due when rendered. Interest will be charged on the outstanding balance at the rate of 2% per month until the balance is fully paid.

Non-Sufficient Funds (NSF) Fees: If Peak is charged a fee due to insufficient funds due a cheque or other payment method not clearing at the related financial institution, your account with Peak will be charged accordingly.

Goods and Services Tax: Goods and Services Tax ("GST") will be charged on all applicable fees, taxable disbursements, and other charges.

8. Documents

I will require you to supply all existing Pleadings, Affidavits, and Orders filed in this matter, as well as any other documents which may be considered relevant.

9. Electronic Server Storage

Peak strives to be as paperless as possible, both to save costs and to work efficiently. Your information may be stored in the internet cloud on secure servers. We do not have control on where the servers are located, and it is possible they may not be in Canada and would be subject to the laws and regulations of the jurisdiction where the information is stored. We advise that the laws of foreign jurisdictions may be different than the privacy laws in Canada and may allow for third party access to your information by foreign governments.

I authorize Peak to store my file in an electronic format through internet cloud storage.

10. Destruction of Client Files

In accordance with Rule 119.37(1) of the Rules of the Law Society of Alberta, Peak must retain client files for a period of ten years after the file has been concluded. At the conclusion of ten (10) years, the client file will be destroyed.

11. Ending the Solicitor-Client Relationship

Typically, our solicitor-client relationship will come to an end at the conclusion of the legal matter. However, in certain circumstances, the solicitor-client relationship will come to end prior to the conclusion of the legal matter. Either of us may end the relationship with written notice.

12. Review Before Signing

Once you have reviewed the above and the enclosed, should you have any questions or concerns, please do not hesitate to contact me. Should you be agreeable to the above, please sign below and return the signed copy to our office.

Required Information

Your Information:

Full Name _____

Other Surnames Used _____

Date of Birth _____

Email Address _____

Phone Number _____

My (Former) Partner's Information:

Full Name _____

Other Surnames Used _____

Date of Birth _____

Email Address _____

Phone Number _____

Credit Card Authorization

I authorize Peak to:

1. Charge the credit card below for the initial retainer, legal services, disbursements, and trust account replenishments relating to the account.
2. Enter credit card information into an electronic credit card storage system.

Client Name(s) _____

Name on Card
 Same as above _____

Billing Address
(Street, City, Postal Code) _____

Card Type Visa Mastercard

Card Number _____

Expiry Date (MM/YY) _____

Security Code (3 digits) _____

Cardholder
Signature _____

I have read the Retainer Agreement.

Terms signed and acknowledged by the client.

Signature

Date

Name

Please return a scan of the entire retainer agreement, accompanied by a copy of government issued identification (both sides).

[DB Retainer effective 3/26/23]