

Mirsky • Pascoe

BARRISTERS SOLICITORS & NOTARIES

DIVORCE / SEPARATION AGREEMENT RETAINER

1. I retain Lawrence S. Pascoe as my lawyer and authorize him to advise me and represent me in my matrimonial dispute. He may perform services, make disbursements and employ counsel, agents and other experts as he considers necessary for the conduct of my case on my behalf.
2. I understand I will be requested to provide an advance on my account of legal fees and disbursements occasionally or I will sign an authorization to charge my credit card upon Lawrence Pascoe rendering an account. Money advanced will be held in his trust account to my credit to be applied toward such disbursements and legal fees when incurred. I UNDERSTAND THAT WORK WILL NOT BE PERFORMED UNLESS SUFFICIENT ADVANCES ARE PAID TO COVER THE WORK TO BE PERFORMED OR THE CREDIT CARD AUTHORIZATION HAS BEEN SIGNED.
3. The legal fees for this matter will be based primarily on an hourly rate which is **\$375.00 per hour, plus HST**. A few services such as drafting agreements, divorce documentation and major reporting letters will be charged on a block fee basis.
4. I understand that if the matter goes to court that Lawrence S. Pascoe will withdraw from the file but will help to obtain and brief a family law litigation lawyer to take over the file, and to start or defend a court action.
5. I understand that if the matter goes to court I could be responsible for my spouse's legal fees if the court so decides.
6. I understand the hourly rate may increase each January 1st. If I am notified that the hourly rate has increased, I agree to pay the new hourly rate on work commenced two weeks after such notification is given.
7. I understand that besides the legal fees, my bill will include reasonable and necessary disbursements of money paid by the firm on my behalf and the goods and services tax on my legal fees and non-court disbursements. A onetime flat fee of \$50 is charged if DIVORCEMATE software is used on my file.
8. I agree that all accounts, including interim accounts, are payable upon receipt and I agree to pay interest on any amounts outstanding for over thirty (30) days under the Solicitor's Act.
9. This retainer in no way prevents me from having my account reviewed if I so desire. I understand an assessment officer has the power to review lawyers' accounts. This assessment must be done within thirty (30) days of receipt of my account.
10. I understand that in some circumstances if Lawrence S. Pascoe refuses to follow my instructions for professional reasons he may terminate my retainer with him.
11. I understand that if in Lawrence S. Pascoe's opinion, the agreement I am willing to accept is not in my best interests, though he will acknowledge he gave me legal advice and act as my witness, he may require that I sign an acknowledgment that he has advised me not to sign the agreement.

DATED at Ottawa, Ontario, this _____ day of _____, 20_____

Client's Signature