

Mirsky • Pascoe

BARRISTERS SOLICITORS & NOTARIES

MARRIAGE CONTRACT OR COHABITATION AGREEMENT RETAINER

1. I, the undersigned, hereby retain and employ Lawrence S. Pascoe as my solicitor and hereby authorize him to represent me in the negotiations and drafting of a Marriage Contract or Cohabitation Agreement.
2. I understand that I will be requested to provide an advance on my account of legal fees and disbursements. I understand that the initial advance is \$800.00 plus HST if Lawrence S. Pascoe is drafting the agreement, and \$375 plus HST if he is advising as to a contract or an agreement drafted by another lawyer or mediator.
3. I understand that the legal fees for this matter if Lawrence S. Pascoe is drafting the agreement will be based on a block fee of \$1,500.00 plus HST. I understand that if much more than the standard amount of time is needed, being 3 hours, such as for major negotiations, the extra work is billed at the standard hourly rate of \$375.00 per hour plus HST.
4. I understand that the legal fees for this matter if Lawrence S. Pascoe is not drafting the agreement will be based on an hourly rate of \$375.00 per hour plus HST, with a minimum of one hour plus HST.
5. I understand that in addition to the legal fees, my bill will include reasonable and necessary disbursements of money paid on my behalf.

Acknowledgement of Limitations of the Agreement

6. I understand that there are limitations to Marriage Contracts and Cohabitation Agreements with respect to the matrimonial home and the custody and support of children. I understand that the contract can be set aside for failure to make full financial disclosure, failure of a party to understand the nature and consequences of the contract and for all common law contractual requirements such as duress, undue influence, fraud, unconscionability, fundamental breach and other equitable grounds. I understand that the support provisions of the contract may be set aside if my future spouse or partner is receiving social assistance.
7. I also understand that I should govern my financial affairs keeping in my mind my contract and that I should have a proper Will and Powers of Attorney that co-ordinate with my contract.
8. 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