

# SCHIRADO LAW OFFICE, P.A.

TELEPHONE: (763) 477-4677  
FAX: (763) 477-3446

E-MAIL: SCHIRADO@QWEST.NET  
WEB: SCHIRADOLAW.COM

ATTORNEYS AT LAW

6040 Main Street, Suite 102  
Rockford, MN 55373

---

JON D. SCHIRADO  
MARK L. SCHIRADO

## LEGAL REPRESENTATION AGREEMENT

This agreement is entered into as of this [DAY] day of [MONTH], 200[Year] in Rockford, Minnesota, by and between [CLIENT FULL NAME] of [CLIENT'S ADDRESS] [hereinafter referred to as "Client" ] and Schirado Law Office, P.A. of 6040 Main Street Suite 102, Rockford, Minnesota 55373 [hereinafter referred to as "Counsel"].

### I. SCOPE OF ENGAGEMENT

**A. MATTER INVOLVED:** The Client has engaged the Counsel to undertake the legal representation of the Client in a matter [hereinafter referred to as the "Matter"] regarding [DETAILED DESCRIPTION OF MATTER] for the Client.

**B. COUNSEL FUNCTIONS:** By the terms of this Agreement, the Counsel will perform the following legal services relative to the Matter:

1. [SPECIFIC DESCRIPTION OF SERVICES] for the Client.

The Counsel will not perform legal services other than those specified above without consultation with and authorization from the Client.

**C. CLIENT FUNCTIONS:** The Client agrees to perform the following functions:

1. To pay the Counsel for the performance of such legal services, and to pay for all expenses incurred in connection therewith, as specified in Section II below.
2. To cooperate fully with the Counsel and to provide all information known by or available to the Client that may aid the Counsel in representing the Client in this Matter.
3. If the Counsel is representing multiple Clients jointly in this Matter, it is each Client's responsibility to advise the Counsel if any information concerning the Matter is confidential and is to be withheld from the other Clients. Otherwise, all relevant communications received from any Client in this Matter will be fully disclosed to the others. If such a situation arises, the Counsel will advise the other Clients that a confidence exists (without divulging it) and will determine if any of the other Clients has any objection to the Counsel receiving, retaining, and withholding from them such information. The Counsel retains the right to withdraw from representing any one or more of the Clients involved if in the sole discretion of the Counsel a conflict of interest arises by reason of such confidences that mandates such a withdrawal.

**D. AUTHORIZATION AND DECISION-MAKING:** The Client authorizes and directs the Counsel to take all actions that the Counsel deems advisable on the Client's behalf in this Matter. The Counsel agrees to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to those developments.

## **II. LEGAL FEES AND EXPENSES**

**A. METHOD OF DETERMINING FEES:** The Client and Counsel agree that the following method is to be used for determining the proper amount of legal fees:

1. [LEGAL FEES] as listed in Section I.B.

**B. OTHER FEES, CHARGES AND EXPENSES:**

1. Court filing fees.
2. Postage.

**C. SCHEDULE OF BILLING AND PAYMENTS:** The Client and the Counsel agree to the following schedule of billing and payments of fees and expenses:

1. Within 30 days of receiving invoice from Counsel.

**D. INFORMATION PROVIDED IN STATEMENTS:** The Counsel agrees to include in the statements sent to the Client a detailed identification of the services of the Counsel for which the Client is being charged and a specific identification of all other fees, charges and expenses for which the Counsel seeks reimbursement.

## **III. GENERAL MATTERS**

**A. INFORMATION TO BE MADE AVAILABLE TO THE CLIENT:** The Counsel agrees to assert a diligent effort to assure the Client is informed at all times as to the status of the Matter and as to the courses of action which are being followed, or are being recommended, by the Counsel. The Counsel agrees to make reasonably available to the Client for reading in the Counsel's office all written materials sent or received by the Counsel pertaining to the Matter. Copies of all such materials will be provided at the Client's request and at the Client's expense. All of the Counsel's work product will be owned by the Counsel.

**B. CONFLICTING ENGAGEMENT:** The Counsel agrees not to accept without prior approval from the Client, any engagement known by the Counsel to be in direct conflict with the interests of the Client in this Matter. If, in the course of representing multiple clients, the Counsel determines in its sole discretion that a conflict of interest exists, the Counsel will notify all affected clients of such conflict and may withdraw from representing any one or more of the multiple clients to the extent such a withdrawal would be permitted or required by applicable provisions of the Code of Professional Ethics.

**C. TERMINATION OF REPRESENTATION:** The relationship established by this Agreement is subject to termination only as follows:

1. The Counsel reserves the right to withdraw from this Matter if the Client fails to honor this Agreement or for any just reason as permitted or required under the Minnesota Code of Professional Responsibility or as permitted by the rules of the courts of the State of Minnesota. Notification of withdrawal shall be made in writing to the Client. In the event of such withdrawal, the Client agrees to promptly pay the Counsel for all services rendered by the Counsel and all other fees, charges, and expenses incurred pursuant to Section II.B of this Agreement prior to the date of such withdrawal.

2. The Client reserves the right to terminate the representation for cause if the Counsel fails to honor this Agreement. Notification of the termination shall be made in writing to the Counsel. In the event of any such termination by the Client, the Counsel waives any further rights to compensation relative to the representation; provided, however, that the Client shall promptly reimburse the Counsel for all other fees, charges, and expenses incurred pursuant to Section II.B of this Agreement prior to the date of such termination.
3. The Client further reserves the right to terminate the representation without cause, and shall notify the Counsel in writing of any such termination. In the event of any such termination, the Client agrees to promptly pay the Counsel for all services rendered by the Counsel and all other fees, charges, and expenses incurred pursuant to Section II.B of this Agreement prior to the date of such termination.
4. Counsel acknowledges that the relationship between the Client and the Counsel relative to this Matter is principally predicated upon the personal involvement of Jon D. Schirado, on behalf of the Counsel. In the event of the death, disability or temporary or permanent disassociation of Jon D. Schirado, the Client shall have the right to direct that the representation be transferred to such successor counsel as shall be selected by the Client by written notice thereof to the Counsel. If such successor counsel is a law firm other than Schirado Law Office, P.A., the Counsel agrees that all files relative to this Matter will be promptly delivered to the other law firm, subject only to the payment by the Client to the Counsel for all services rendered and all other fees, charges, and expenses incurred relative to this Matter prior to the date of such notice.
5. Upon termination of this representation for any reason, by either the Client or the Counsel, the Counsel agrees to cooperate with any successor counsel to accommodate a smooth transition of the representation.

**D. DISPUTE ARBITRATION:** At the instance of either the Counsel or the Client, any dispute as to whether the Counsel or Client has failed to honor this Agreement or as to the amount of legal fees will be submitted to the Ethics Advisory Board of the State Bar of Minnesota for arbitration and prompt resolution, and both the Counsel and the Client agree to be bound by the results of such arbitration.

**E. EFFORT AND OUTCOME:** The Counsel agrees to use best efforts in representing the Client in this Matter; however, the Client acknowledges that the Counsel has given no assurances regarding the outcome of this Matter.

**F. COMMENCEMENT OF REPRESENTATION:** Representation of the Client by the Counsel in this Matter will not commence until Counsel receives a copy of this Agreement signed by the Client and any retainer payable at the outset of this representation is in fact paid by the Client.

**G. RETENTION OF FILES:** The Counsel agrees to assert a diligent effort, subject to Section III.C.4 hereof and casualties beyond the control of the Counsel, to retain and maintain all major and significant components of the files of the Counsel relative to this Matter for a period of six years following the conclusion of this Matter, and during such time to afford the Client reasonable access to such files.

**H. ORIGINAL DOCUMENTS:** The Counsel agrees to deliver to the Client at least one executed original counterpart of all original documents executed during the course of the Counsel's engagement relative to this Matter, and to retain in the Counsel's files at least one executed counterpart thereof, or a facsimile copy thereof.

**I. COMPLETE INTEGRATION, BINDING UPON ALL PARTIES:** This Agreement contains the entire agreement between the Client and the Counsel regarding this Matter and the fees, charges, and expenses to be paid relative thereto. This Agreement shall not be modified except by written agreement signed by the Client and the Counsel. This Agreement shall be binding upon the Client and the Counsel and their respective heirs, executors, legal representatives, and successors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

“COUNSEL”

---

[ATTORNEY’S NAME], Attorney

“CLIENT”

---

[CLIENT’