

# Criminal Defense Engagement Letter & Evergreen Retainer Agreement

Date: [Insert Date]

Client Name: [Insert Client Name]

Address: [Insert Client Address]

City, State, Zip: [Insert City, State, Zip]

**Re: Legal Representation regarding [Insert Case Number/Charges]**

Dear [Insert Client Name],

This letter confirms that [Law Firm Name] ("the Firm") has been retained to represent you in connection with the criminal charges or investigation described above. This agreement outlines the terms of our representation.

## 1. Scope of Work

The Firm will provide legal services including, but not limited to, investigation, discovery review, pretrial motions, plea negotiations, and representation at hearings or trial. This agreement does not cover appeals or civil forfeiture proceedings unless a separate agreement is signed.

## 2. Hourly Rates

Legal services will be billed at the following hourly rates:

- Partner: \$[Amount]/hr
- Associate: \$[Amount]/hr
- Paralegal: \$[Amount]/hr

## 3. Initial Deposit and Evergreen Provision

You agree to provide an initial retainer deposit of **\$[Insert Initial Amount]**. This amount will be held in our Client Trust Account.

**Evergreen Requirement:** You agree to maintain a minimum balance of **\$[Insert Minimum Balance]** in your trust account at all times. When the balance falls below this amount, you will receive an invoice to replenish the account to the original deposit level. Failure to replenish the account within [Number] days may result in our withdrawal from your case.

## 4. Costs and Expenses

In addition to legal fees, you are responsible for out-of-pocket costs such as filing fees, expert witness fees, private investigator fees, travel expenses, and transcript costs. Any cost exceeding \$[Amount] will require your prior approval.

## 5. Billing Statements

The Firm will provide monthly itemized statements showing services rendered and funds deducted from the trust account.

## 6. Termination of Services

You may terminate this representation at any time. The Firm may withdraw from representation if you fail to comply with this agreement, including the evergreen retainer requirement, or if ethical rules require withdrawal. Upon termination, any unused funds in the trust account will be refunded to you after all outstanding fees and costs are paid.

Please sign below to indicate your acceptance of these terms.

Sincerely,

[Attorney Name]  
[Law Firm Name]

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### CLIENT ACCEPTANCE

I have read, understood, and agree to the terms set forth in this Engagement Letter.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_