

[Date]

[Name of Executive Director/Board Chair]

[Name of Nonprofit Organization]

[Address]

[City, State, Zip Code]

RE: Engagement for Outside General Counsel Services

Dear [Name],

This letter confirms the terms upon which [Law Firm Name] ("the Firm") will provide legal services to [Nonprofit Organization Name] ("the Client") as Outside General Counsel.

1. Scope of Services

The Firm will provide general legal advice and representation on matters including, but not limited to: corporate governance, tax-exempt status compliance, contract review, employment matters, and risk management. This engagement does not include litigation or specialized intellectual property filings unless specifically agreed upon in writing.

2. Fees and Billing

The Client agrees to pay the Firm for services rendered based on the following arrangement: [Insert Hourly Rates or Monthly Retainer Amount]. Invoices will be sent monthly and are due within [Number] days of receipt. The Client will also reimburse the Firm for reasonable out-of-pocket expenses incurred on the Client's behalf.

3. Responsibilities

The Firm will provide legal services with professional care and diligence. The Client agrees to provide the Firm with all necessary information, documents, and access to personnel required to perform the services and to keep the Firm informed of relevant developments.

4. Conflict of Interest

The Firm represents many clients. Based on our current records, we have identified no conflicts of interest regarding this representation. If a conflict arises, we will notify the Client immediately to discuss the appropriate course of action.

5. Confidentiality

The Firm will maintain the confidentiality of all information provided by the Client in accordance with the applicable Rules of Professional Conduct and attorney-client privilege.

6. Termination

Either party may terminate this engagement at any time upon written notice. Upon termination, the Client remains responsible for all fees and expenses incurred up to the date of termination.

7. Document Retention

At the conclusion of this matter, the Firm will retain records for [Number] years, after which they may be destroyed unless the Client requests their return in writing.

Please indicate your acceptance of these terms by signing and returning a copy of this letter.

Sincerely,

[Attorney Name]
[Law Firm Name]

Agreed and Accepted:

By: _____
Name: [Authorized Signatory Name]
Title: [Title]
Date: _____