*[Your firm name and logo]*

[Firm name]
[Firm address]
[Date]
[Client name]
[Client address]
Re: Retainer for [matter description]

Dear [Client name],

**The matter**
This letter covers the retainer for [matter description]. The scope of our work, our duties and yours are set out in [our engagement letter dated (date) / the clauses below]. If the two conflict, this letter governs the retainer.

**Type of retainer**
Option A, advance fee: you will pay [amount] as an advance against future fees and costs. Option B, evergreen: you will pay [amount] and keep the balance at that level as described below. Option C, true retainer: you will pay [amount] solely to secure our availability for [period or matter]; it is not payment for any work.

**Where the money is held**
We will deposit an advance or evergreen retainer in our client trust account at [bank]. It remains your money until we earn it. [Interest on the account is handled under our state's rules for client trust accounts.]

**How we draw on it**
Each month we will send you a statement listing the work done, who did it, the time spent, the costs incurred, the amount we are transferring from trust to pay it, and the balance left. We will make the transfer [number] days after the statement unless you dispute it.

**Disputed amounts**
If you dispute a charge, tell us in writing. We will leave the disputed amount in trust until we settle the dispute, and we will transfer only the part you do not dispute.

**Topping up the retainer (optional)**
For an evergreen retainer, whenever a statement shows a trust balance below [floor amount], you will pay enough to bring it back to [target amount] within [number] days. If you do not, we may pause work that is not urgent after giving you written notice.

**Rates and costs**
Our hourly rates are: [name or role], [rate]; [name or role], [rate]. We bill in increments of [increment]. Costs such as filing fees and expert fees are [drawn from the retainer / paid from a separate cost deposit of (amount)].

**Final invoice and refund**
When the matter ends, or if either of us ends the engagement early, we will apply the retainer to our final invoice and refund any unearned balance within [number] days, with a final statement. Earned fees are measured by our time records at the rates above.

**True retainer terms (optional)**
A true retainer is earned when paid and is not refundable, because it pays only for our availability. You confirm that we explained this to you before you signed, and that fees for any work we do are billed separately.

**Payment by someone else (optional)**
If [payer name] pays the retainer for you, our duties run to you alone. The payer will not direct our work or receive your confidential information without your consent, and any refund goes to [you / the payer] as you instruct in writing.

**Ending the engagement**
You may end our engagement at any time by telling us in writing. We may withdraw as our professional rules permit. Either way, we will return your file and any unearned funds promptly.

**Your agreement**
Please sign and return a copy of this letter with the retainer payment. We will start work once both have arrived.

Very truly yours,
[Attorney or professional name]
[Firm name]
Signature: _____ Date: _____
Agreed: [Client name]
Signature: _____ Date: _____