

## RETAINER AGREEMENT

The undersigned, \_\_\_\_\_ ('Client'), hereby authorizes and instructs David M. Hodson, Barrister and Solicitor, 16 Lindsay Street North, Lindsay, Ontario to act on his/her behalf in the following matter(s):

The undersigned retains David M. Hodson on a fixed fee basis as agreed upon herein. Legal fees charged do not include the cost of miscellaneous expenses, including but not limited to the cost of expert witnesses, expert reports, medical reports, penalties and fines, private investigators, translators, transcripts or appeals of the subject matter of this retainer agreement. AS WELL, SUPERIOR COURT OF JUSTICE MATTERS ARE INVOICED SEPARATELY, AND ARE BLOCK FEE IN NATURE. The client shall be charged as invoiced by the service provider of the miscellaneous expense.

Client shall pay to David M. Hodson a flat fee \* in the amount as set out herein. Before David M. Hodson shall commence representation of the Client, the Client shall pay to David M. Hodson a retainer in the amount of \$\_\_\_\_\_ or such other amounts as agreed herein. David M. Hodson shall deposit all fees received from the Client into bank accounts maintained in accordance with the Law Society of Upper Canada Rules and Regulations. Client understands, acknowledges and agrees that a flat fee payment shall not entitle the Client to any refund, rebate, reimbursement, remittance or remuneration of any manner.

The undersigned acknowledges that he/she must retain David M. Hodson for trial before the trial date is set. If not, the trial is set with or without counsel. The number of trial days required are determined by the court after input from the Crown Attorney and David M. Hodson.

David M. Hodson may withdraw from representing the Client if the Client presents false information to David M. Hodson, withholds information from David M. Hodson, or in any way refuses to cooperate with David M. Hodson. If David M. Hodson withdraws from representing the Client, the Client shall remain liable for any miscellaneous fees or legal fees outstanding.

The Client also hereby authorizes and instructs David M. Hodson, in his sole discretion, to take whatever proceedings in connection with the same matter and to employ such counsel, agents and medical and other experts that he may deem expedient. David M. Hodson will seek the approval of the client prior to incurring additional expenses for such experts, etc.

David M. Hodson shall be fully responsible to the Client only for the performance of the legal services provided and shall not be liable for any and all negligence, feasant, nonfeasance, or malfeasance attributable by any of the agents or other law firms or expert witnesses who provide services to the Client.

The undersigned acknowledges, as per the invoice, that Superior Court of Justice matters are billed separately, but will be agreed to in advance before commencing service. The invoice for services rendered form part of this retainer and is acknowledged and agreed to.

The client has been advised that David M. Hodson is a serving officer with the Canadian Armed Forces and may be required to serve his country on sudden notice. The client agrees to any adjournments sought by David M. Hodson, without additional expense, and consents to a waiver of his or her right to a speedy trial (11b).

The Client has read this Retainer Agreement. David M. Hodson has answered all the Client's questions and fully explained this Retainer Agreement to the Client's satisfaction. The Client understands, acknowledges and agrees to all the terms and conditions of this Retainer Agreement. Client acknowledges that all of the information provided to David M. Hodson is proper, correct and accurate.

Client understands, acknowledges and agrees David M. Hodson retains the right to withdraw from this matter if the Client has provided any information to David M. Hodson that is later determined to be improper, false, fraudulent, erroneous, incorrect or inaccurate. Client understands and acknowledges and agrees that David M. Hodson is not liable to the Client for any and all negligence, feissance, nonfeasance, and malfeasance if the Client has provided to David M. Hodson any information that is or is later determined to be improper, false, fraudulent, erroneous, or incorrect. Client has been given a signed copy of this Retainer Agreement and a receipt for funds received (invoice).

Date:

\_\_\_\_\_  
David M. Hodson

Date:

\_\_\_\_\_  
Client's Signature

Date:

\_\_\_\_\_  
Witness Signature

**\*Flat Fee/Block Fee:**

**Fee up to setting a trial date:**

(this fee includes attendance at all Ontario Court of Justice court dates, reviewing disclosure, issue resolution meetings with crown counsel, x1 judicial pre-trial in OCJ, telephone conversations and meetings with client as well as any guilty plea and sentencing submissions). **Motions and applications may require a separate fee. A reminder, as above, Superior Court of Justice matters are invoiced separately and usually require a separate retainer agreement.**

**Fee for trial:**

(this fee includes all trial preparation, including witness preparation, and attendance at trial in the Ontario Court of Justice up to and including verdict or resolution before verdict).

I acknowledge that the trial fee becomes due on or before the court date that the trial date is scheduled. If not paid within 30 days of scheduled trial date, I consent to David M. Hodson making an application and/or motion before the Court to remove himself from the record as my solicitor.