

THIS IS JUST AN *EXAMPLE*
OF OUR NORMAL RETAINER LETTER (FOR SMALL PROJECTS).
IF YOU ARE INCLINED TO MOVE FORWARD AND THESE TERMS ARE GENERALLY
ACCEPTABLE, PLEASE ADVISE SO WE CAN SEND YOU A PERSONALIZED LETTER.

Dear **EXAMPLE**:

Thank you for retaining Lehrman Beverage Law, PLLC¹ in connection with beverage alcohol regulatory matters. The purpose of this letter is to confirm the firm's engagement and set forth our policies on assignments and billing. Robert C. Lehrman will be the attorney primarily responsible for your legal work; other personnel may assist, as appropriate, in order to handle the work properly and efficiently.

1. **Fees.** We plan to send bills about once a month.² For the firm's most common services (such as label and formula services), we will charge you according to the rates set forth at www.bevlaw.com/rates.php.³ We assign hourly rates based on years of experience, specialization and level of professional attainment. Robert C. Lehrman is a Member of the firm and is currently billed at \$345 per hour. It is difficult to estimate the amount of time and effort that may be required; it depends on such factors as the novelty and difficulty of the matter, and the degree of assistance provided by the client. These rates may be adjusted from time to time; we will notify you of any change in advance.⁴
2. **Costs.** In addition to our fees, our bills may include allowable charges for disbursements, including computerized legal research, courier services, and express shipping. There is generally no charge for routine telephone, fax, photocopying, postage or transportation.
3. **Retainer.** We require a retainer payment or a credit card at the outset of this representation, before we commence any substantial work on your behalf. **One option** is for you to send us a retainer check in the amount of \$500. We will deposit the check to a trust account; thereafter, monthly statements will reflect a credit for the retainer balance until it has been fully utilized. **The other option** is for you to provide credit card information.⁵ If you provide credit card information, we will hold it as security, to be used only as authorized by you, or for any fees due and owing beyond 30 days.
4. **Payment.** Invoices are due and payable upon receipt. All invoices not paid within 30 days of the date rendered will be subject to interest charged at the rate of 1.25 percent per month. For any accounts more than 60 days past due, we may refer the matter to a collection agency and add reasonable collection fees to your outstanding balance.⁶
5. **Conflicts.** Most of the firm's work is concentrated in the alcohol beverage industry. We work with many brands and companies in this industry, and some of them may compete with your brand or company. In line with the applicable lawyer ethics rules, we will not act in any manner or matter

¹ Taxpayer ID #20-8071516.

² We will generally send bills by email (pdf). Please advise if your preference is otherwise. We will send bills only when there is recent activity or a non-zero balance.

³ For example, \$40 for basic labels and \$150 for basic formulas. The \$40 label fee is the base rate per label set. For companies that send us more than 100 label sets per calendar year, and submit a request to us within 60 days of year end, we will credit back 12.5% of the base rate per label set.

⁴ We will notify you at least 30 days prior to any rate changes; we will do so by updating the rate chart at www.bevlaw.com/rates.php and by way of a notice on one or more bills preceding the change.

⁵ If you elect to send a check, please indicate the date and mode by which you sent it to our office: _____ (wire information is available upon request). Alternatively, if you elect to provide credit card information, please provide:

Card type (circle)	Visa	MasterCard	American Express	Card number	
Name on card				Expiration date	

⁶ We accept payment by check, credit card, wire, or via web at www.bevlaw.com/pay.

materially adverse to your interests (unless we have your informed consent to do so, within the bounds of bar rules).⁷

6. Termination. You have the right to terminate this engagement at any time, but this will not relieve you of responsibility for legal fees or disbursements already accrued. We have the same right to terminate this engagement if you fail to pay our bills in a timely manner, misrepresent any material facts in the course of our representation, or if anything else occurs that in our judgment impairs an effective attorney-client relationship.

We look forward to assisting you and your business over the course of a long and pleasant relationship. If this arrangement meets with your approval, please sign below and return the agreement to me (with credit card information or a check in the amount of \$500). If you have any questions, please do not hesitate to call me.

Very truly yours,

LEHRMAN BEVERAGE LAW, PLLC

EXAMPLE

Robert C. Lehrman

Approved and Agreed

EXAMPLE

BY: _____

TITLE: _____

DATE: _____

PLEASE RETURN ONE SIGNED COPY

⁷ If you know of any conflicts or potential conflicts between your company/brand(s) and other companies or brands, please let us know. Relatedly, the firm (or its members, employees, affiliates) may have an equity interest in one or more alcohol beverage companies or brands. To the extent any such company or brand is a direct, major competitor with your company or brand, it is our obligation to disclose the nature of this interest, to you (see DC Bar Ethics Opinion 300). To the extent you are concerned about this, additional details are available upon request. In other ethics matters, the firm maintains a blog at www.bevlaw.com/bevlog. The blog covers various industry and legal matters; we acknowledge and accept that it is our responsibility to refrain from covering any client's confidential or non-public information without that client's informed and explicit consent.