

# CLIENT INTAKE AGREEMENT

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This Client Intake Agreement (this "**Agreement**") is entered into as of [DATE] by and between:

[PROVIDER / PRACTICE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PROVIDER ADDRESS] (the "**Provider**"); and

[CLIENT NAME], of [CLIENT ADDRESS] (the "**Client**").

The Provider and the Client are each a "**Party**" and together the "**Parties**."

**Recitals.** The Client wishes to retain the Provider, and the Provider wishes to onboard the Client as a new client of its practice. This Agreement records the information the Client provides at intake, the basic terms of the relationship, and the Client's authorizations and acknowledgments. It is intended to be used together with any separate engagement letter, fee agreement, or scope document the Parties sign.

## 1. Client Information

**1.1 Identity.** The Client provides the following information for the Provider's records: full legal name [NAME]; mailing address [ADDRESS]; email [EMAIL]; phone [PHONE]; and, if applicable, business or entity name [ENTITY NAME] and the Client's role [ROLE].

**1.2 Authorized contacts.** The Client authorizes the Provider to communicate with the following additional contacts about the matter: [NAMES AND RELATIONSHIPS, OR "NONE"]. The Provider will not discuss the Client's confidential matters with any person not listed here without the Client's consent.

**1.3 Accuracy.** The Client represents that the information provided at intake is true and complete to the best of the Client's knowledge and will promptly notify the Provider of any change.

**1.4 Verification.** The Client authorizes the Provider to verify the Client's identity and the information provided as reasonably necessary to perform the services and to comply with the Provider's professional and regulatory obligations.

## 2. Nature of the Engagement

**2.1 Matter.** The Client is engaging the Provider in connection with the following matter or services: [DESCRIBE THE MATTER OR SERVICES]. The detailed scope and fees are set out in [the engagement letter / fee agreement / a separate scope document], which controls over this Agreement on those subjects.

**2.2 Not a guarantee of outcome.** The Provider does not guarantee any particular result. Any discussion of likely outcomes is an opinion based on the information available and is not a promise.

**2.3 Acceptance of the engagement.** The Provider's acceptance of the Client is subject to completion of intake, any required conflict check under Section 3, and the Parties signing the applicable scope and fee documents. The Provider may decline the engagement before it is accepted.

### 3. Conflicts and Independence

**3.1 Conflict check.** The Provider will perform a reasonable check for conflicts of interest before accepting the engagement. The Client will identify any parties adverse to the Client's interest to assist that check: **[ADVERSE PARTIES, OR "NONE KNOWN"]**.

**3.2 Disclosure of conflicts.** If a conflict arises during the engagement, the Provider will disclose it to the Client and address it as required by applicable professional rules, which may include obtaining the Client's informed consent or withdrawing.

**3.3 No third-party reliance.** The Provider's services are for the Client's benefit and may not be relied upon by any third party without the Provider's written consent.

### 4. Fees, Deposits, and Billing

**4.1 Fee basis.** Fees for the engagement are governed by the applicable fee agreement or engagement letter. If none is in place, the Client will pay the Provider's standard rates of **[RATE / STRUCTURE]**.

**4.2 Intake deposit.** **[OPTIONAL: The Client will pay an intake deposit of [AMOUNT], applied against fees and expenses. Treatment of deposits is governed by applicable law, which varies by jurisdiction; any unearned portion will be handled as that law and the fee agreement require.]**

**4.3 Billing.** The Provider will bill the Client **[MONTHLY / ON THE SCHEDULE STATED IN THE FEE AGREEMENT]**, and the Client will pay each undisputed invoice within **[NUMBER]** days of the invoice date.

**4.4 Expenses.** The Client will reimburse the Provider for reasonable out-of-pocket expenses incurred on the Client's behalf, itemized on each invoice.

### 5. Communications and Records

**5.1 Methods.** The Client consents to receive communications from the Provider by **[EMAIL / PHONE / SECURE PORTAL / MAIL]**, including electronic delivery of documents and invoices, and may change these preferences in writing.

**5.2 Electronic signatures.** The Client consents to sign documents in connection with the engagement by electronic signature, which the Parties agree has the same effect as a handwritten signature.

**5.3 File retention.** The Provider will retain the Client's file for **[NUMBER]** years after the engagement ends, consistent with applicable professional rules, and may then destroy it. The Client may request a copy of the file as permitted by applicable rules.

**5.4 Response times.** The Provider will use reasonable efforts to respond to the Client's communications promptly but does not guarantee a specific response time.

### 6. Confidentiality and Privacy

**6.1 Confidentiality.** The Provider will keep the Client's non-public information confidential and use it only to perform the services, except as required by law or professional rules or as the Client authorizes.

**6.2 Privacy notice.** The Provider handles personal information in accordance with its privacy practices and applicable law. **[Reference or attach the Provider's privacy notice.]**

**6.3 Consent to share with service providers.** The Client authorizes the Provider to share information with its staff, subcontractors, and service providers who need it to perform the services and who are bound by confidentiality obligations.

6.4 **Data security.** The Provider will use reasonable administrative, technical, and physical safeguards to protect the Client's information.

7. **Term, Withdrawal, and Termination**

7.1 **Term.** This Agreement begins on the date above and continues until the engagement ends or it is terminated.

7.2 **Client termination.** The Client may end the relationship at any time on written notice, subject to payment for services performed and expenses incurred.

7.3 **Provider withdrawal.** The Provider may withdraw from the engagement as permitted by applicable professional rules, including for non-payment, loss of trust, or the Client's failure to cooperate, on reasonable written notice.

7.4 **Effect of termination.** On termination, the Client will pay all amounts due through the effective date, and the Provider will return Client property and the file as required by applicable rules.

8. **General Provisions**

8.1 **Relationship to other documents.** If this Agreement conflicts with a signed engagement letter or fee agreement, that other document controls on the subject of the conflict.

8.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through discussion within [NUMBER] days of written notice. [OPTIONAL: mediation or arbitration clause — discuss with counsel.]

8.4 **Entire agreement; amendment.** This Agreement, together with the applicable engagement and fee documents, is the entire agreement between the Parties on its subject. It may be amended only by a writing signed by both Parties.

8.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

8.7 **Acknowledgment.** The Client has read this Agreement, has had the opportunity to ask questions, and signs it freely.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PROVIDER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]

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

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

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