

RETAINER REPLENISHMENT NOTICE AND AGREEMENT

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This Retainer Replenishment Notice and Agreement (this "Notice") is issued as of [DATE] by [PROVIDER OR FIRM LEGAL NAME], of [PROVIDER ADDRESS] (the "Provider"), to [CLIENT LEGAL NAME], of [CLIENT ADDRESS] (the "Client"). The Provider and the Client are each a "Party" and together the "Parties."

Recitals. The Client previously paid the Provider a retainer to secure and pay for the Provider's services under the Parties' engagement agreement dated [ENGAGEMENT DATE] (the "Engagement Agreement"). The Provider has applied amounts from that retainer against earned fees and incurred expenses, and the remaining balance has fallen below the level the Parties agreed to maintain. The Provider is issuing this Notice to request that the Client replenish the retainer so the Provider can continue the work without interruption. This Notice confirms the Parties' understanding regarding that replenishment. The Parties agree as follows.

1. The Retainer and Current Balance

1.1 Retainer defined. "Retainer" means the advance payment the Client has made, and will make under this Notice, to be held and applied by the Provider toward the Client's fees and expenses under the Engagement Agreement.

1.2 Original retainer. The Client's original retainer was [AMOUNT], paid on [DATE].

1.3 Current balance. As of [STATEMENT DATE], the remaining Retainer balance is [CURRENT BALANCE], after application of [AMOUNT APPLIED] in earned fees and [AMOUNT APPLIED] in expenses, as reflected in the statement referenced in Section 1.4.

1.4 Supporting statement. A statement of account showing the activity that reduced the Retainer balance [IS ATTACHED / WILL BE PROVIDED ON REQUEST].

1.5 Minimum balance. The Parties previously agreed to maintain a minimum Retainer balance of [MINIMUM BALANCE] (the "Minimum Balance"). The current balance is below the Minimum Balance, which is the basis for this Notice.

2. Replenishment Requested

2.1 Amount. The Provider requests that the Client replenish the Retainer by [REPLENISHMENT AMOUNT], which will restore the Retainer to [TARGET BALANCE].

2.2 Due date. The replenishment amount is due by [DUE DATE / WITHIN [NUMBER] DAYS OF THIS NOTICE].

2.3 Payment method. Payment may be made by [CHECK / ACH / WIRE / CARD / ONLINE PORTAL], payable to [PAYEE], using the details in [REFERENCE / ATTACHMENT].

2.4 Application of funds. The replenished Retainer will be held and applied in the same manner as the original Retainer under the Engagement Agreement, against fees and expenses as they are earned and incurred.

3. Handling and Accounting of the Retainer

3.1 Holding the Retainer. The Provider will hold the Retainer in accordance with the Engagement Agreement and any applicable rules governing the handling of advance payments and client funds, including any requirement to hold unearned amounts in a designated account.

3.2 Earned versus unearned. Amounts in the Retainer remain the Client's property to the extent unearned. The Provider earns amounts only as it performs services or incurs reimbursable expenses, as described in the Engagement Agreement.

3.3 Statements. The Provider will provide periodic statements showing how the Retainer has been applied, on the schedule stated in the Engagement Agreement or on the Client's reasonable request.

3.4 No change to fees. This Notice does not change the Provider's rates or the basis on which fees are charged. It addresses only the funding of the Retainer.

4. Effect of Non-Payment

4.1 Continued performance conditioned on funding. The Provider's continued performance may depend on the Client maintaining the Minimum Balance. If the Client does not replenish the Retainer by the due date, the Provider may take the actions described in this Section, subject to any applicable rules governing notice and withdrawal.

4.2 Suspension. The Provider may suspend work on the Client's matter on [NUMBER] days' written notice if the Retainer is not replenished, except where applicable rules or the circumstances of the matter require the Provider to continue.

4.3 Withdrawal. If the Retainer remains unfunded, the Provider may, to the extent permitted by applicable rules, seek to withdraw from or terminate the engagement, following the procedures in the Engagement Agreement and any applicable professional rules, and taking reasonable steps to avoid prejudice to the Client.

4.4 Deadlines. The Client acknowledges that suspension or withdrawal could affect deadlines and outcomes in the matter, and that the Client is responsible for taking steps to protect its own interests if the engagement is suspended or ends.

5. Outstanding Balances and Final Accounting

5.1 Earned and unpaid amounts. Replenishing the Retainer does not waive or affect any earned and unpaid fees or expenses already due under the Engagement Agreement, which remain payable on their existing terms.

5.2 Refund of unearned amounts. On conclusion or termination of the engagement, the Provider will return to the Client any unearned portion of the Retainer remaining after a final accounting, in accordance with the Engagement Agreement and applicable rules.

5.3 Disputes. The Client may dispute any item in the supporting statement by notifying the Provider in writing within [NUMBER] days of this Notice, describing the basis for the dispute. The Parties will work in good faith to resolve any disputed amount.

6. Acknowledgments

6.1 **Voluntary and informed.** The Client acknowledges that it understands the purpose of the Retainer and of this replenishment request, and that the Provider has made itself reasonably available to explain the statement of account.

6.2 **No legal advice from this Notice.** This Notice is a request and confirmation regarding the Retainer and is not legal advice to the Client about whether to fund the Retainer or continue the engagement.

6.3 **Reliance on copies.** The Parties may rely on a signed, electronic, scanned, or facsimile copy of this Notice to the same extent as the original.

7. General Provisions

7.1 **Relationship to Engagement Agreement.** This Notice supplements and is governed by the Engagement Agreement. If this Notice conflicts with the Engagement Agreement, the Engagement Agreement controls except on the specific subject of the replenishment amount, target balance, and due date stated here.

7.2 **Governing law and rules.** This Notice is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and is subject to any applicable rules governing the handling of advance fees and client funds and the withdrawal of providers. Where those rules impose stricter requirements, the rules control.

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

7.4 **Entire understanding; amendment.** This Notice, together with the Engagement Agreement, is the entire understanding of the Parties on the subject of the Retainer replenishment. It may be amended only by a writing signed by both Parties.

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

IN WITNESS WHEREOF, the Provider has issued, and the Client acknowledges and agrees to, this Retainer Replenishment Notice and Agreement as of the date written below.

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

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