LEGALLY UNCONVENTIONAL

INTEGRATIVE CONSULTING & PLAIN LANGUAGE LAW

[Client Company Name]

ENGAGEMENT AGREEMENT
HORANI LAW, PLLC

DATE
May 20, 2021

NEVER DOUBT THAT A SMALL GROUP OF THOUGHTFUL, COMMITTED CITIZENS CAN CHANGE THE WORLD; INDEED, IT'S THE ONLY THING THAT EVER HAS.
-Margaret Mead

Our Agreement

Dear [Client Name],

Welcome! I find that working together, co-creating and deepening into our truths is more enjoyable and productive if everyone's expectations have been expressed as clearly as possible at the outset. Please read this letter carefully and let me know if you have any changes you'd like to make!

This engagement letter is the agreement made on _____ between between myself, Jacqueline Horani, as attorney, and you, [client name] as the client. Below is my guiding touchstone, you'll have a chance to add your own to this document on the following pages:

Jacqueline's Touchstone Statement:

Vision- I envision a world where people experience authentic fulfilled lives, where 'work' no longer means dutiful drudgery, but instead is a joyful intrinsic part of our existence. Deep meaning and ease are not limited to the privileged few; we are all continually learning, liberating, and integrating. In this world, we are all change-makers in our own way, stewarding permaculture. Lawyers are trusted advisors, healing and co-creating the paths for this new paradigm.

Mission- My mission is to help organizations and entrepreneurs develop sustainable communities that transform our experiences of 'work'. By bringing together custom teams of collaborative practitioners with expertise in creating holistic change, I help my clients shift fear into trust. With my sliding scale fee-system, my mission is to increase access to the kind of advisory guidance that will help others experience a more fulfilling life. Together, we co-create meaningful and relationship-focused solutions that aim to reduce your future legal costs and get you to a place where you're doing what you love, sustainably.

I am a systems thinker & transformation catalyst.

I value Authenticity, Curiosity, Creativity, Openness, Ease, Fulfillment, & Joy.

I believe the most important ingredient is authenticity. Authenticity to me means being willing and able to open up, be vulnerable, and share your genuine thoughts, concerns, doubts, and ideas. It is not acting from a place of how you think you 'should' be acting or what role you think you 'should' fill, but connecting meaningfully with others as an expression of your truest self. It is with this that we can all connect, grow, learn, and have more fun that are important parts of any relationship.

Our Agreement
Co-Creation & Representation

Founding Principles

I. We believe that an unconventional approach is required to help support a paradigm shift towards more sustainable, collaborative, and community based practices in our society.

II. We believe that Life is more meaningful when we can laugh together, be passionately engaged in what brings us joy, and deepen our self-reflection and connection to others.

IV. We aim for our communications to be clear, easily understood, respectful and supportive. We expect candid feedback when we are not meeting our goals and ask for open communication from our clients so that we can more meaningfully support their goals. We recognize that life is a constant process of learning, updating, and evolving.

V. We enter into this agreement because we are excited to collaborate and respect each other's unique perspective. If this is not the case, we agree to create the space to notice, acknowledge, and resolve any hesitance. If a meaningful reason as to why this collaboration may not work is found, we hope both parties do not sign this agreement and are joyful in getting a step closer to pursuing a better match.

I expect clients to gladly take an active, fully engaged role in co-creating each deal/relationship/undertaking in which we engage.

I provide to my clients:

- information and analysis on how the law and current legal system might affect your potential deal/relationship/undertaking/conflict;
- multiple modalities and collaborative teams to help illuminate your own truth so your energy and investment is effectively aligned;
- guidance on how to move beyond the box of an outdated legal system to create more conscious agreements; and,
- plain language recording of the agreements you reach with others so that your documents become valued tools that generate greater clarity, creativity, and follow-through.

Our Agreement

Lizzie's Touchstone

Please provide me with a statement of your Vision, Mission and Values for our work together as lawyer and client so that we can include it in this document. For your reference, should you wish to use them, I have attached a set of questions designed to spark creativity in thinking about and drafting your Touchstone.

Our Agreement

The Details:

A. REPRESENTATION

1. I am licensed to practice law in New York & Nebraska. In representing you, I will fully comply with the [state] Rules of Professional Conduct, specifically [section], and will have local counsel actively participate on any legal services as necessary.

B. COMMUNICATIONS

1. In order to provide meaningful and effective services, I, and my team, must rely on the accuracy and completeness of the facts and information you provide to me. It is important that you disclose fully and accurately all facts, keep me informed of all developments relating to the matters we work together on, and notify me immediately of any change in your contact info.

C. SCOPE OF SERVICES

1. I will work with you through the Conscious Contracts® process to create [project description] that align with your mission and values, not just a generic form. You'll get up to three creation sessions, a digital workbook to help create your business's guiding touchstone, and [project description].
2. My process involves collaborating with a team of consultants who will help me to best address your goals and support you on your journey. There may be times when, based on unexpected circumstances, we have to make changes to who is on your team. However, I make every effort to ensure to avoid unnecessary changes and to make sure you are receiving the same or better level of collaboration and services that were initially offered. When it comes to local counsel, you have the opportunity to choose someone yourself instead of using an attorney I suggest.
    a. As we work together, I may choose to bring in additional experts or resources to help; you won't have to pay anything more than the flat fee agreed upon, unless you decide to request additional services, for example a trademark registration or the business blueprint.

D. FEES TO BE CHARGED

1. Using the last two years of income, you are currently at the [Level] Income Band of [location], Area Medium Income (AMI), **so you will only pay [ ]% of my full rate fees**.
2. You agree to pay $[ ](full rate $[ ]) as a flat fee retainer to secure our availability for this project, which will be earned upon receipt for us to reserve the time to dedicate to your project.
    a. You can move through this process within [min. range] weeks or longer, taking as much time as you need (as all schedules allow). If you need this fully completed within [low end of min. range] weeks there is a $[ ] rush fee added to your total flat fee.

Our Agreement

The Details:

E. BILLING TERMS

1. You are only responsible for paying Horani Law, PLLC. While there will be a division of fees within the team, you are not responsible for paying (and will not be billed by) any of the other team members unless you choose to hire them individually for a separate project.
2. You agree to pay your initial invoice before our first session is scheduled.
3. If you add on additional services, you will have 20 days to pay the additional invoice in full.
    a. I offer a 5 day grace period if you are not able to meet an invoice due date. After that, a $10 late fee will be added each day your invoice is unpaid. I haven't yet had to make use of this provision, but include it to be transparent about my billing practices.
    b. If you are having difficulty paying an invoice in full, you can request a payment plan by sending me an email. I have previously accepted various payment methods that best fit the rhythm of my client's lives and am happy to adjust the billing schedule to fit your needs.

F. CONFIDENTIALITY

1. I, and my team, will keep our conversations with you, and any confidential, privileged, or non-public information you provide to us in absolute confidence.
2. In order to facilitate the collaboration with my team, we may record all of our Zoom sessions with you. These recordings will only be shared within our team and will be deleted within 30 days after the end of our engagement.

G. CONFLICTS OF INTEREST

1. My team and I each performed a conflicts check before we met with you to make sure we hadn't worked with others who may be adverse to your interests. We agree not to represent other clients where there is a reasonable probability that confidential information of yours, shared with us, could be used to your disadvantage (for example, we won't represent [competitor]). We may represent other clients so long as that will not impair our ability to represent you during this engagement.

H. ENDING THIS AGREEMENT

1. While we hope this doesn't come up, we want people to have both the flexibility that life often demands, and the certainty that the rug won't just be pulled out from under us. Our agreement may be ended at any time by either you (termination) or me (withdrawal), for any reason, so long as the other side is notified in writing.
    a. We agree that regardless of who ends the agreement, both sides will use the ACED process (**I**) to communicate throughout and sign any required documents to close this case out smoothly.

Our Agreement

The Details:

I. ADDRESSING CHANGE & ENGAGING DISAGREEMENT (ACED)

We each understand that it is possible circumstances change, unexpected things happen, or we find ourselves in disagreement over some aspect of our work together. When we notice a tension arising, each of us is committed to avoiding adversarial proceedings of any kind and to collaborate in co-creating whatever transformation will best serve the needs of all.

1. **Identifying & Calling an ACED conversation**
    a. When we notice a tension arising or a change, we agree to communicate honestly, openly, and in good faith, either in the moment, or via email. The email subject can read: "Requesting an ACED conversation" or "Noticing a Disturbance in the Force", something that we can all agree to expect and reduce potential anxieties by knowing we are following our agreed process.
    b. The person who feels called to request an informal conversation will communicate:
        i. the observation that brought their attention to this change or tension,
        ii. a statement of whether (and why) the event/action/inaction appears to be out of alignment with the Touchstone(s) or other terms of this Engagement Letter, and
        iii. a suggested time for the conversation.
    c. We each agree to cooperate to find the soonest time (within reason) that we can meet together by video conference.

2. Having an ACED Conversation:

a. We will begin the conversation with a quick 'check-in' of how each of us is feeling and center into the moment.
b. After the check-ins, we will take turns reading out loud our Touchstone statements.
c. We will then engage in a conversation focused on co-creating an action plan for going forward, that works for everyone.
d. At the end of a meeting we will confirm whether an additional meeting is needed to further come to agreement.
e. In closing we will share a brief 'check-out' of our feelings after the conversation, this can be one word or a 'tweet'.

Our Agreement

The Details:

3. **The following questions may be helpful in our ACED conversations:**
    a. What do I want known by the other(s) about how I am now as a result of the event/action/inaction that triggered the ACED?
    b. What do we most appreciate about the work we have done together so far?
    c. Are there outside influences (or money) affecting how we are working together?
    d. Do each of us feel we are getting what we anticipated?
    e. Is there something that is no longer working for one/any of us?
    f. Is there information we need that we don't have yet?
    g. What has really worked well for us so far? How can we expand on it?
    h. Is it time to re-define or re-direct our work together?
    i. Is there something difficult we are avoiding saying or doing?
    j. What do we gain by continuing/ending this work together?

J. MEDIATION

1. If we find that we are unable to design resolution amongst ourselves by informal discussion, then we agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this engagement agreement, with mediation.
    a. We agree that good faith participation in the ACED process & mediation is a prerequisite before either of us can pursue other available legal or equitable remedies, such as litigation, arbitration, or other dispute resolution procedures.
    b. Any one of us can start the mediation process by providing written notice of the request to the other(s). We agree to select a practitioner who is trained in transformative mediation. We will both respond and schedule an initial mediation session within 30 days of the initial notice.
    c. We agree to equally share the costs and expenses of the mediation. Fees for legal representation in connection with the mediation are not included.
    d. Finally, we acknowledge and agree that mediation/collaborative proceedings are settlement negotiations, and that (to the extent allowed by applicable law) what is said or written in the course of mediation, by any of the parties or their agents, shall be **confidential and inadmissible** in any arbitration or other legal proceeding involving the parties.
        i. However, evidence which is otherwise admissible or discoverable in arbitration or litigation won't be rendered inadmissible or non-discoverable merely because it was used in the mediation/collaborative process.

Our Agreement

The Signatures

The provisions of these Addressing Change and Engaging Disagreement & Mediation sections may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered. This means that we take our collaborative efforts seriously and either party can seek to ask a court to enforce that we follow the ACED & Mediation provisions. We don't expect to have to use this clause, but it says that if a party does need the court to enforce our agreement, then the other party will be responsible to pay for the costs involved in getting a court order.

If you are comfortable with these terms, please indicate your acceptance and agreement by signing below. If you would like to request any changes, please do so before signing.

Let us work together,

along our greatest journey:

awakening into our own truth.

This Engagement Letter is Signed and Agreed to By:

_____
Jacqueline Horani, Attorney

On Date: _____

_____
[Client Name], Client

On Date: _____