



THE LANGFORD FIRM, PLLC

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My Lawyer Friend™

Engagement Agreement

Foundation Statement

Our World

We want our words and actions to reflect, and be in pursuit of, a world in which people consciously live to be of benefit to one another. This world is structured to facilitate horizontal power distribution, the fulfillment of roles, justice and business systems that foster individual and organizational creativity, and the implementation of collaborative, co-creative processes and instruments to facilitate dialogue, address conflict, make decisions, and support community.

Guiding Values & Principles

We value respect, honesty, compassion, ethics, learning, open-mindedness, adaptability, kindness, and fun in our personal and professional endeavors. We believe the intentional pursuit of integrity facilitates the creation of meaningful relationships, effective legal representation, and beneficial business endeavors.

We also value frank, forthcoming conversation (informal communication intended to foster understanding) spoken with kindness even when such communication is uncomfortable. We believe dialogue (formal communication utilizing active, empathetic listening) can facilitate altered perspectives, learning, and creative decision-making.

In all matters personal and professional, we strive to consider the axiom “*erit bonum facere, et non nocere*” – be of benefit and cause no harm.

Purpose of Agreement

The purpose of this agreement is to clarify the roles and relationship of Client and Firm, and to serve the needs of Client and Firm by facilitating opportunities for inspired creativity, communication designed to facilitate understanding, collaborative decision-making, benevolently addressing conflict, and conducting their affairs in ways that reflect their values, principles, and motivations in pursuit of the world in which they want to live.

Tenets of The Langford Firm, PLLC

In service of our Vision and Purpose of Agreement, we choose to practice in accordance with the following tenets:

Firm Initial _____

Client Initial _____

- We believe use of a collaborative, co-creative approach to relational dynamics that views parties to an agreement as “US,” rather than the adversarial approach of “US v. THEM,” can beneficially affect the structure, systems, and culture of communities and organizations.
- We believe working collaboratively as a team in pursuit of sustainable, enjoyable, productive relationships and enterprises is of greater benefit to persons exploring agreement than approaching deal-making as an encounter between opponents with each trying to gain advantage over, or avoid being disadvantaged by, the other.
- We think fairness is a subjective matter of perspective, not an objective fact.
- We think responsibility is a recognition of cause and effect, not a determination of fault or blame.
- We think accountability is a matter of voluntary personal submission, not an imposed decree.
- We believe conflict is a normal part of relational dynamics often revealing diversity of perspective, and addressing conflict in a restorative manner can result in improved understanding, collaborative decision-making, and peaceful community.
- We think respect is an indication of the character of the person showing respect rather than a statement about the character of the person to whom respect is shown.
- We believe forgetting, mistakes, and being wrong can be constructive means of learning and growth.

We approach the role of attorney as that of life and legal counsel, guide, and facilitator which includes providing information, analysis, and advice to clients to help them become aware of applicable law, and act in alignment with their guiding values and principles as they pursue the world in which they want to live. We encourage clients to recognize their role in developing the structure, systems, and culture they desire to be reflected in their lives and organizations, and fully engage a collaborative, co-creative approach to agreement.

Statement of Agreement

Parties to the Agreement

This agreement is entered into by and between THE LANGFORD FIRM, PLLC, hereinafter referred to as “Firm,” and _____, hereinafter referred to as “Client” in connection with Firm’s role as attorney/guide/facilitator for Client in the following matter(s):

1. Non-litigious legal services.

Confidentiality

It is contemplated that the services of Firm are to be an ongoing undertaking in connection with the matter for which Firm has been retained. It is especially recognized by Firm and Client that the matters involved may be sensitive and highly confidential. Firm and Client recognize that all communications shall be privileged and confidential except when, in the professional judgment of Firm, a disclosure will aid Client, or is required by law.

Communication

Firm will be reasonably available to converse about Client’s matters. It is important to Firm that Client stay informed about Client’s matters. Firm’s staff will not provide Client legal advice or conjecture unless so directed by Firm’s attorneys. Firm’s attorneys and staff will converse about the progress of work on Client’s matters with Client by phone, email, video conference, or in person. Firm’s attorneys/guides/facilitators will return Client’s phone calls and emails, and respond to requests for communication as soon as practicable. If Firm’s staff is unable to address Client’s questions or issues, the matter will be referred to Firm’s attorneys for attention.

Compensation

An initial retainer/deposit of \$ _____ shall be placed with Firm for attorney/guide/facilitator services provided to Client related to the following matters:

- 1. Non-litigious legal services, i.e. Will, Durable Power of Attorney, Medical Power of Attorney, Contract, Agreement, Business Organization, Trademark, Copyright, Mediation, Dynamic Agreement Dialogue™ facilitation, Document Review, Referral Services, etc.

Client’s retainer/deposit may be increased by Client if desired. It is agreed by Firm and Client that a receipt of payment of additional retainer/deposit to Firm by Client for the above referenced matters will constitute an agreed-to amendment of this agreement by Firm and Client and will not otherwise alter or void the entire agreement or particular provisions of the agreement.

Legal services performed by Firm for Client will be billed in 1/10th hour increments (six minutes) at an hourly rate of \$100.00 (One Hundred Dollars).

Client and Firm understand and agree that the customary and ordinary billing cycle for Firm is bi-weekly (every two weeks).

The retainer/deposit is to be applied to payment for attorney/guide/facilitator services provided by Firm and does not include expenses for transcripts, travel, court fees or court costs, filing fees, professional copying or printing, photographs, or other expenses Firm considers necessary to effectively provide attorney/guide/facilitator services to Client.

Firm and Client agree that Firm is not required by Client to hold in trust any deposit, prepayment, or payment for services by Client, and that Firm may use any deposit, prepayment, or payment by Client without restriction as Firm desires.

Date of This Agreement and Termination

The date of the commencement of this agreement will be the date of the signatures of Firm and Client below. The agreement will continue in force until completion of the subject matter of this agreement or until the agreement is terminated by either Client or Firm. Termination requires no advance notice.

If Client decides to terminate this agreement, Client will promptly notify Firm via email. If Firm decides to terminate this agreement, Firm will promptly notify Client via email. In either case,

Firm Initial _____
Client Initial _____

email notification is considered notification in writing for the purpose of this Agreement. Client and Firm are each responsible for keeping the other up to date on their respective email addresses for this and all other notices.

Upon termination, Firm shall deliver to Client a final invoice for work done by Firm up to the time of termination for payment in accordance with the compensation provision of this Statement of Agreement. After payment of final invoice by Client, Firm shall deliver to Client all documentation (excluding work product) relevant to the subject matter of this agreement in whatever stage of completion it exists at the time of termination.

Change, Challenges, and Conflict

Client and Firm understand that one certainty in the lives of human beings is change. Client and Firm also agree that during the course of this agreement some of those changes may create challenges or result in conflict that affects the Client/Firm relationship and/or the purpose of this agreement. If Client and Firm experience Change, Challenges, and Conflict, Client and Firm are committed to collaboratively and co-creatively working toward whatever transformation will best serve the needs of all.

Informal Conversation

If Client and Firm experience change, challenges or conflict that substantially affects the purpose of this agreement and/or our relationship, Client and Firm each agree to intentionally and purposefully addressing our concerns by utilizing (in person, by telephone, or by video conference) the non-facilitated approach and process found in Dynamic Agreement Dialogue™¹. We commit to addressing change, challenges, and conflict in a manner that accords with, and is in service of, the World in which we want to live, the purpose of our agreement, and the guiding values and principles expressed in the Foundation Statement.

Informal Conversation Procedure

If either Firm or Client feels the need to request an informal conversation for the purpose of addressing change, challenges, and/or conflict, Client or Firm agree to begin by providing to the other person a brief written statement of the change, challenge, and/or conflict that has resulted in the request for the conversation including how and why the change, challenge, or conflict appears to have substantially affected the relationship and/or the purpose of the agreement, and/or the Foundation Statement, and/or other terms of this Engagement Agreement, and suggest a time for the conversation.

Client and Firm agree to begin their informal conversation by reading the following reminder:

The Foundation Statement in our Agreement expresses our motivations, and guiding values and principles in connection with our relationship and the purpose of our agreement. It also reveals the world we want to live in, and how we want to act toward

¹In informal Dynamic Agreement Dialogue™, persons exploring agreement use storytelling and active, empathetic listening in an effort to understand and be understood, so they may make decisions taking into consideration the desires, needs, and perspective of the other person(s).

one another and others.

Client and Firm will then read together the Foundation Statement included in this Engagement Agreement.

Client and Firm agree to listen to the perspective of the other in order to understand their needs, desires, and concerns, and to share our perspectives in a non-accusatory, non-judgmental manner utilizing the approach and process set out in Dynamic Agreement Dialogue™.

Facilitated Dialogue

If Client and Firm are unable to address change, challenges, and conflict to our agreed satisfaction by informal conversation conducted in alignment with Our World, our Guiding Values & Principles, and the Purpose of Agreement found in the Foundation Statement, we agree to attempt to address any change, challenge, or conflict arising out of, or relating to, the Agreement by participating in a facilitated Dynamic Agreement Dialogue™².

Facilitated Dialogue Procedure

Either Client or Firm may commence the facilitated dialogue process by providing to the other written notice by email, setting forth the subject of the change, challenge, or conflict, along with their needs, desires, and concerns. Within ten (10) calendar days after the receipt of the foregoing notice, each recipient shall deliver an email response to the sender. The initial dialogue session shall be held within thirty (30) calendar days after the initial notice.

Condition Precedent

Client and Firm further agree that our respective good faith participation in facilitated Dynamic Agreement Dialogue™ is a condition precedent (something we agree to do first) to pursuing any other available legal or equitable remedy, including litigation, arbitration, mediation, or other dispute resolution procedures.

Cost of Facilitated Dialogue

We agree to share equally the costs and expenses of the facilitated Dynamic Agreement Dialogue™, which shall not include the expenses incurred by each party for its own legal representation in connection with the facilitated dialogue.

Confidentiality of Facilitated Dialogue

We further acknowledge and agree that Dynamic Agreement Dialogue™ and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the persons involved, or our agents, shall be confidential and inadmissible in any arbitration or other legal proceeding involving Client and Firm; provided, however, that

² In facilitated Dynamic Agreement Dialogue™, a trained and certified facilitator guides participants in storytelling using the first person narrative form, and in active, empathetic listening to provide participants an opportunity to understand and be understood, so they may make decisions taking into consideration the desires, needs, and perspective of the other person(s).

evidence, which is otherwise admissible or discoverable, shall not be rendered inadmissible or nondiscoverable as a result of its use in the dialogue process.

Enforcement of Provisions of Change, Challenges, and Conflict Section

The provisions of the *Changes, Challenges, and Conflict* section shall survive termination of this Agreement and may be enforced by any Court of competent jurisdiction, and the person(s) seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable attorneys' fees, to be paid by the person(s) against whom enforcement is ordered.

Entire Agreement

This Agreement contains the entire understanding between Firm and Client. No promises, representation, or inducement, oral or written, have been made except as expressly set forth in this Agreement. This Agreement may be amended or modified only in writing signed by both Firm and Client.

Dedication and Acknowledgement

Dedication

In this endeavor may we always act in alignment with the world in which we want to live, the values, principles, and motivations that are jointly acceptable to us, and the stated purpose of this agreement. May we also act with integrity to ourselves and one another, may we have compassion and empathy for one another and the challenges we experience, may we engage one another with respect and kindness, and may we strive to be of benefit to one another and those affected by this agreement, and in all our words and actions may we cause no harm.

Acknowledgement

By our signatures below, Firm and Client affirm the Agreement set out above represents our desires and is acceptable to both of us.

SIGNED BELOW AND AGREED to on this the ____ day of _____, _____.

Randy L. Langford
THE LANGFORD FIRM, PLLC

(Place Signature Above)

Type Name Above

Firm Initial _____

Client Initial _____