

## **DISCLAIMER**

**THE STATE BAR OF WISCONSIN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE LEGAL ADEQUACY OR ENFORCEABILITY OF ANY OF THE ACCOMPANYING FORMS OR ANY PART OF THEM. THESE FORMS ARE INTENDED FOR USE ONLY BY LAWYERS ADMITTED TO PRACTICE IN WISCONSIN, WHO ARE EXPECTED TO UTILIZE THEIR OWN INDEPENDENT LEGAL AND BUSINESS JUDGMENT WHEN EVALUATING THE FORMS FOR THEIR USE. BE ADVISED THAT FORMS FROM OTHER JURISDICTIONS MAY NOT COMPLY WITH WISCONSIN SUPREME COURT RULES.**

**THIS INFORMATION SHOULD BE USED AS A GUIDE ONLY. YOU ALONE ARE RESPONSIBLE FOR YOUR CONTRACTS.**

[Law Firm Name]

### Client File Retention and Destruction Policy

We believe that it is important you understand how we will treat documents that we receive or create while representing you. During the time that we represent you, we will create a file containing the documents that we draft for you, or that we receive from opposing parties, the court and others that may be involved in your matter. You may also bring us documents, such as tax records, checking or bank account information, deeds or other documents, and we may also obtain documents from other sources, such as medical records or employment, for use in your matter. With the exception of documents that are exempt under the Wisconsin Rules of Professional Conduct, this file is your property.

It is our policy to convert documents that we receive into electronic files and to provide you with the original documents that we receive from you or others. We will provide you with all original incoming documents after we have scanned them. For files that we create or that we receive in electronic format from others, we will provide you with a printed copy of these documents. You should retain the documents we provide to you and maintain them as they will include the original documents that we receive from outside of our office. You should keep your file for a reasonable period of time after your matter is over in case you should need any of the information it contains. For safekeeping, you should store your file with your other important papers.

We will hold your electronic file, and any additional objects that come into our possession in connection with your matter, during the time that your matter is ongoing. When our representation of you is complete, we will send you a letter that the matter is closed. If we have not already provided you with the original documents or items we received or copies of documents we created, we will also inform you that it is time for you to pick up the contents of your file which we strongly encourage you to do.

We will maintain the paper file for a period of ninety (90) days after that date we send you the letter that your matter is closed. If you fail to pick-up your file up during this ninety (90) day period, or fail to provide us with instructions for delivery of the file, we will assume that you do not want the paper file and will securely destroy it. In the event that you direct us to deliver the file or items by a different method than by picking it up in person from our office by you or your designated representative, there may be additional costs to deliver these files. In this event, we will notify you of what these costs will be and will require you to pay them in advance. If we have maintained any paper copies for our own use, they will also be securely destroyed.

We will retain the electronic version of your file in our offices for ten (10) years (this is the retention period) from the date of the letter notifying you that your matter is closed. At the end of the retention period, your electronic file will be securely destroyed. You will not receive any notice that the retention period has run or that the file has been destroyed.

By signing this document you acknowledge that you have 1) received a copy of this policy; 2) that you have read it and had an opportunity to ask any questions that you may have regarding it and your questions have been full answered; 3) that you understand the terms of this policy and how it affects your file; and 4) that you agree to its terms to be bound by it.

\_\_\_\_\_  
Client Name

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