

## **[LAW FIRM NAME] Fee Agreement for Legal Representation**

This agreement is made between [LAW FIRM NAME] (hereinafter “Attorneys”) and [CLIENT NAME] (hereinafter “Client”). In regard to Client’s [TYPE OF MATTER] matter, designated as File #[FILE NO.], Client has agreed to pay an initial retainer of \$[AMOUNT OF RETAINER]. Attorneys acknowledge that a retainer in that amount has been received. Client must maintain this amount of retainer during the time Attorneys are representing client. Client will be charged against that retainer at the respective hourly rates of the attorneys and assistants in Attorneys’ office that work on Client’s matters/case. No documents will be filed with the Court or drafted until Client’s initial retainer is paid. The hourly rates are as follows:

[ATTORNEY NAME]: \$[ATTORNEY HOURLY RATE]/hour,  
All other Attorneys: \$[ALTERNATE ATTORNEY RATE]/hour, and  
All assistants: \$[PARALEGAL RATE]/hour.

Client will be billed for actual time spent. The amount of time will be billed on at least a monthly basis. When Client receives a bill, the amount owed is due within ten days of the date the bill is issued. Balances not paid within ten days will accrue interest at the rate of 18% per annum. Each month the Client’s amount due will include the amount that must be paid to keep the retainer at the original level. At any time that Client’s entire retainer is expended, Client shall pay an additional retainer equal to the amount of his or her initial retainer within five days of receiving a notice from Attorneys that the retainer has been expended. This amount is in addition to any balance then currently due. Written notice of the depletion of a retainer will be considered received five days after the date the notice is mailed or one day after the notice is emailed. A bill with a replenishment amount stated shall be considered a notice of depletion or retainer. The attorney(s) shall have the right to withdraw from representing Client regardless of the status of the proceedings if there is a failure to keep Client’s retainer at the original amount, for more than sixty days.

It is impossible to determine in advance the amount of time that will be needed to complete Client’s matters/case. Other professionals in Attorneys’ office will likely perform services on Client’s matters/case as well as the main attorney on Client’s matters/case. The main attorney on Client’s matters/case is [ATTORNEY NAME]. The main attorney will use his/her best judgment to determine the most economical use of attorneys and staff personnel. Billed time will include all time spent on Client’s matters/case including but not limited to conferences, telephone calls, emails, pretrial discovery, trial preparation, drafting documents, filing documents, correspondence (whether initiated by us, by Client’s opponent, by client, or any other individual providing information regarding the case), pleadings, witness fees, deposition fees, long distance facsimile transmissions, and negotiations, legal research (including computerized research), time in court, mileage to and from events in Client’s matters/case that occur outside of [CITY AND STATE OF LAW FIRM], and time spent traveling to and from depositions, meetings, and court hearings

Attorneys are not required to advance expenses for appraisals, business evaluations, or other litigation costs on behalf of Client; but may choose to do so. If such funds are advanced, they shall be billed to Client and [ALTERNATE PAYOR] shall pay said advances pursuant to the same terms of paying Client's bill for fees set forth herein. Advances shall include interest at the same rate and on the same terms set forth herein.

Attorney's services to you do not include valuing marital assets, and we do not claim to have expertise in this regard. However, we can assist you in retaining the appropriate experts. You must determine, based on the information obtained throughout your case, which assets you would like to receive, the value of those assets, and the economic ramifications concerning all property. You may wish to retain experts, such as appraisers, accountants or financial advisors to assist you in this regard. We do not automatically search titles, or determine the validity or accuracy of information and documents provided to us by you or your adversary. Should you be concerned that your opponent is providing inaccurate or incomplete information, you should bring that to Attorney's attention. Together, we will decide on the appropriate course of action, after discussing your specific concern, what options are available, and the estimate cost thereof.

Any figures Attorneys quote Client for the total cost of Attorneys' services are merely estimates. This representation is NOT being entered into on a fixed fee basis. Any numbers mentioned to Client are mere estimates of possible ranges based on stated hypothetical occurrences. They cannot be relied upon as an estimate of Client's total fee and cost expenditure. For example, Client's opponent or her attorney may engage in activities requiring Attorneys to expend additional time not originally contemplated. The retainer is arbitrarily determined advance payment and is NOT an estimate of Client's total fees.

Attorneys will represent Client's interests and try to obtain the best possible results for Client in this matter.

Attorneys' representation of Client does not include tax advice. Client should seek tax advice from an appropriate tax professional.

Attorneys may ask the court to order Client's spouse/ex-spouse/opposing party to pay some or all of Client's attorney fees and expenses. These awards are highly discretionary with the court. If another party is ordered to pay all or a portion of Client's attorney fees and fails to do so, Client will be required to pay Attorneys' fees. Interest will continue to accrue on the unpaid balance.

Client will receive a bill from Attorneys itemizing the work done on Client's case. The bill will include the date and a description of the work done. If Client has a question or complaint about Client's bills, Client should contact [ATTORNEY NAME]. Client will not be charged for discussing Client's bill with Attorneys. If Client does not contact Attorneys within one week of receiving Client's bill, Client waives the right to request any changes to the items billed on that month's bill.

The purpose of sending a billing statement is to keep Client apprised of what is being done in Client's matters/case, as well as to give Client an opportunity to keep track of Client's legal fees and to pay those fees in accordance with this agreement. Payment of any outstanding balance is expected at the conclusion of Client's matters/case.

Attorneys have the right, at Attorneys discretion, to withdraw from Client's matters/case, if Client has misrepresented or failed to disclose material facts to Attorneys, if Client fails to follow Attorneys' advice or to cooperate, if Client fails to maintain contact with Attorney's office, if Client fails to follow court orders, or for other valid reasons including Client's failure to pay Attorneys' fees in accordance with this agreement. Likewise, Client may discharge Attorneys at any time, for any reason. Client will be required to pay for the time expended, if Attorneys must proceed to Court to obtain permission to withdraw from Client's matters/case. In the event Attorneys withdraw from representing Client, Client is liable for fees under this agreement up to the time of the issuance of the court order allowing the withdrawal.

Should Client receive any cash property settlements as part of Client's matters/case, Client agrees to have those funds deposited into Attorneys' trust account, and gives Attorneys the authority to pay any balance due to Attorneys from those funds before transferring the remainder to Client, unless otherwise agreed prior to receipt of those funds. If fees remain unpaid at the entry of a judgment, Client acknowledges that Attorneys have the right to file an attorney fee lien which will operate as a lien on any real estate or other property titled in Client's name. Client hereby consents to Attorneys filing a UCC financing statement if applicable to perfect such attorney fee lien. In the event Attorneys file an attorney fee lien, Clients shall be liable for any recording fees or UCC filing fees. Client acknowledges that Attorneys have made no guarantees regarding the disposition of any phase of Client's matters/case. All Attorneys' expressions relative to Client's matters/case are only Attorneys' opinions.

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Should Attorneys be required to bring suit or otherwise expend time trying to collect the amounts due to Attorneys under this agreement, Client will also be responsible for Attorneys' Court costs, other expenses, and reasonable attorney's fees, including payment of Attorneys' normal hourly rate, if Attorneys represent themselves.

When this matter has been concluded, the attorney-client relationship between Client and Attorneys will officially be ended. Generally, Attorneys are willing to represent Client in subsequent matters, if Client is not carrying an outstanding balance with Attorneys. However, Client has the absolute right to seek other counsel, and Attorneys have the right to decline Client's matters/case in subsequent matters.

This agreement contains all the terms of the financial arrangement between Client and Attorneys and can only be modified by written agreement signed by both parties. Client acknowledges receiving a fully executed copy of this agreement.

**PLEASE NOTE THIS IS A LEGAL BINDING CONTRACT BETWEEN CLIENT AND [LAW FIRM NAME]. BEFORE SIGNING IT, PLEASE READ IT CAREFULLY AND BE CERTAIN YOU UNDERSTAND ALL ITS CONTENTS.**

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[LAW FIRM NAME]  
By: [ATTORNEY NAME]

\_\_\_\_\_  
[CLIENT NAME], Client

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date Accepted by [ATTORNEY INITIALS]

\_\_\_\_\_  
[CLIENT NAME], Client