

LEGAL RETAINER AGREEMENT

This Agreement acknowledges the employment of _____ Law Office, and under the attorney of _____ (hereinafter "Attorney") and _____ (hereinafter "Client") and the fee arrangement by which Attorney will represent Client in the following matter or proceeding:

Client understands that Attorney cannot guarantee the results of any proceeding and acknowledges that no representations have been made by Attorney about the outcome of this matter.

LEGAL FEES: Legal fees for representation of Client in this proceeding are based upon the following hourly charges:

Attorney: \$ _____
Paralegal or Legal Assistant: \$ _____
Other: _____ : \$ _____

Client will be charged at the above rates for all time spent on this matter. Hourly charges may be increased with notice of at least five (5) business days. An upward adjustment may also be made to the normal hourly charge for special demands made upon Attorney including difficulty, whether the work is of an emergency character, results achieved and inability to represent other clients.

COSTS AND EXPENSES: In addition to legal fees, Client is responsible for payment of costs incurred and disbursements made on Client's behalf including, but not limited to, photocopying costs, long distance telephone charges, postage, and fees and expenses for any experts hired on the Client's behalf. Client agrees to pay all of expert fees and expenses in advance. Client specifically understands that Attorney will not advance any expert fees and expenses.

RETAINER: A retainer of \$ _____ is required prior to commencement of any legal services for Client. The retainer will be applied against future billings. Attorney will refund the unused portion, if any, of Client's retainer upon completion of all work on Client's file.

PAYMENT OF FEES: Client will be responsible for the prompt payment of all fees and costs incurred in excess of the retainer. Absent other arrangements made in writing, payment is due immediately upon receipt of the billing statement. Charges not paid by the last business day of the billing month are considered delinquent and will bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate allowed by law, whichever is less. In the event Attorney must take legal action to collect Client's account, Client expressly agrees to pay all collection costs, including reasonable Attorney fees.

SERVICES TO BE PERFORMED: Attorney will charge Client for services which will include, but are not limited to, the following: (1) telephone contact with Client, Attorneys and other relevant persons; (2) case correspondence; (3) document preparation; (4) legal research; (5) office conferences; (6) court appearances; and (7) travel time to and from locations away from the Attorney's office. Services are billed to Client on the basis of time expended. Each party to a legal proceeding has available certain alternatives which will affect the amount of time and money expended in the proceeding. Since the time spent on each matter varies, as does the nature and amount of work necessary to achieve a desired result, Attorney makes no estimate as to the extent of the legal service or the total amount of fees and expenses which Client's case will require. **Unless otherwise expressly stated in this Retainer Agreement, representation does not include an appeal of your case.**

COSTS OF COPYING FILE: Attorney will provide Client with contemporaneous copies of all pleadings and correspondence when they are received or sent by Attorney.

WITHDRAWAL OF ATTORNEY: Client understands and expressly agrees that Attorney may withdraw from representation of Client **at any time** if Client fails to honor the fee arrangement therein set forth including, but not limited to, payment of fees and expenses on a timely basis; fails to cooperate in the preparation of the case; fails to make a full and complete disclosure of the facts and circumstances relating to the case; or otherwise takes any action which impedes the ability of Attorney to provide adequate and ethical representation.

THIS RETAINER AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES THE CLIENT TO READ THE RETAINER AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE RETAINER AGREEMENT.

I hereby acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this Retainer Agreement and have received a copy of the same. I agree to retain Attorney in accordance with the terms and conditions of this Retainer Agreement.

Dated: _____

Client's Signature

In consideration of the foregoing, I hereby agree to provide representation in the above matter.

Dated: _____

LAW FIRM

By

Attorney's Signature