

RETAINER AGREEMENT

This Agreement acknowledges the employment of the Law Office, and (hereinafter "Attorney") by (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 -

Legal Assistant-

Client will be charged at the above rates for all time spent on this matter. Hourly charges may be increased during ____ of each year, and Attorney will provide Client with reasonable notice of any such increases.

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. Charges not paid by the last business day of the billing month are considered delinquent or the maximum rate allowed by law, whichever is less. 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.

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

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

Dated:

By _____