

# **Attorney Fee Agreements and Miscellaneous Forms**

Compiled by:

**Claude E. Ducloux**

Attorney at Law

Board Certified- Civil Trial Law

Board Certified - Civil Appellate Law

Texas Board of Legal Specialization

National Director of Education, Ethics & State Compliance

LawPay

3700 North Capital of Texas Highway, Suite 300

Austin Texas 78746

[cducloux@affinipay.com](mailto:cducloux@affinipay.com)

In connection with the CLE Presentation entitled:

**“SIGN RIGHT HERE: A survey of Provisions for your  
Attorney Client Agreements, from ‘Must-haves’ to Optional  
Clauses”**

***DISCLAIMER:*** *These sample agreements are provided for individual review and analysis, and are delivered without warranty or representation of fitness for specific use or compliance. The receiver hereof is advised to make any necessary modifications or adaptations which may be required for the user's specific needs, or for compliance with the user's applicable practice rules or state statutes.*

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**ATTORNEY FEE CONTRACT** *(short form)*

**STATE OF TEXAS       §**  
  **§**  
**COUNTY OF TRAVIS   §**

WHEREAS, Glen G. Quagmire, ("Client") desires to employ Peter Griffin ("Attorney") to represent him in the following legal matter:

To file and complete an action for Modification of Custody in Travis County, Texas and to represent Client in any and all claims and defenses to which the client may be entitled in connection therewith;

**WITNESS THEREFORE THE FOLLOWING AGREEMENT:**

Client hereby employs Peter Griffin as legal counsel to represent him in the above stated matters and issues related to the above-referenced modification action, and any hearings, discovery matters or settlement negotiations of the above-referenced matter and in any related matter necessary to the resolution of any pending controversies.

Client agrees to compensate Attorney by paying attorneys fees at the rate of \$300.00 per hour for all legal work performed in this matter. Attorney will charge lesser rates for work performed by legal assistants and/or law clerks (\$50.00 per hour).

Attorney acknowledges the receipt of a pre-paid fee retainer from Client in the amount of \$3,000.00. This retainer shall be deposited into the Attorney's trust account, to be drawn out monthly and credited against attorneys fees to be earned by attorney. Any unused retainer shall be refunded to Client if the matter is concluded prior to the exhaustion of any funds held on retainer. No Funds deposited in Attorney's Client trust account will earn interest for Client.

Attorney will provide Client, at monthly intervals, an itemized statement setting forth in reasonable detail, all services by Attorney on behalf of Client, and any costs which have been incurred and/or advanced by Attorney on behalf of Client in the above-referenced matter.

IN THE EVENT AN APPEAL IS NECESSARY AFTER ANY TRIAL, IT IS UNDERSTOOD THAT ATTORNEY WILL NOT PROCEED WITH AN APPEAL WITHOUT AN ADDITIONAL AGREEMENT WITH CLIENT FOR ATTORNEY'S SERVICES.

No claim will be compromised or settled without the express authorization of Client.

Client understands that Attorney has made no representations promises or warranties concerning the likelihood of a favorable outcome of any action filed or to be filed. Any statements by Attorney in this regard are statements of opinion only.

### **Expenses**

Client agrees to reimburse Attorney for any and all expenses incurred by Attorney in connection with the prosecution and settlement of claims, including, but not limited to, court costs, deposition fees, transcript fees, reproduction fees, expert witness fees, travel expenses, investigative expenses, telephone expenses and other expenses which Attorney determines to be necessary.

### **Termination or Withdrawal**

In the event Client desires to dismiss Attorney and retain other counsel after the date of signing this contract, IT IS UNDERSTOOD THAT THE TERMS OF THIS CONTRACT PERTAINING TO THE FEES FOR SERVICES RENDERED UP TO AND INCLUDING THE DATE OF DISMISSAL SHALL REMAIN IN FULL FORCE AND EFFECT.

It is agreed that Attorney may withdraw from the Client's representation in this matter at any time if the client insists upon pursuing a course of conduct which, in Attorney's opinion, is illegal or unethical, or is contrary to Attorney's advice even if not illegal, or if Client disregards his obligation to pay for Attorney's fees or expenses when due and payable.

In the event of termination or withdrawal from employment, Attorney will take reasonable steps to avoid foreseeable prejudice to the Client, including giving notice, allowing time for employment of other counsel, and returning to Client all papers and property to which Client is entitled. If Client discharges Attorney, such notice shall be in writing.

This agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties are performable and fees are to be paid in Travis County, Texas.

Disposition of Client files and Information. At the conclusion of this matter, Client is advised that all matters in the Client's file shall be returned to Client upon request. Client is further advised to retain all confidential information or original documents from Attorney's file. Client otherwise authorizes Attorney to destroy in a secure manner the information contained in Attorney's file after four years from the date the legal services are completed.

EXECUTED this \_\_\_\_ day of \_\_\_\_, 202\_.

ATTORNEY:

CLIENT:

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**Peter Griffin**

400 W. Main Street, Suite 200  
Austin, Texas 78701  
(512) 474-7000  
(512) 474-5000 (FAX)  
Email: peter@griffinlaw.com

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**Glen Quagmire**

123 Bottom Lane  
Silly, TX 77770  
(512) 345-6789  
gquagmire@quagmire.com

## ATTORNEY FEE CONTRACT ADDENDUM

### Social Media and Blogging

The success that [I][we][the Firm] achieve may depend in large measure on a client's personal credibility, appeal, appearance, and integrity by those who may be in a position to review those characteristics, including judges, hearing examiners, opposing counsel, and potential jurors. The amount of information which appears online may dramatically influence those judgments. Lawyers are additionally under a duty not to destroy existing evidence, nor counsel you to impermissibly change your presence except in permissible ways.

Therefore, during the firm's representation of you, it is likely that we will review, with your assistance, your social media presence, which will include any and all of the following:

- Personal and/or business websites
- Professional profile accounts, such as Linked In
- Facebook accounts for you and any close family member
- Any internet blog or writings
- Active or recent Messaging apps including Twitter, Snapchat, Youtube, or other;
- Other social, professional or membership where you have an internet presence.

Our goal in this review is to effect permissible options, such as increasing privacy options, to remove items, such as certain photos, or albums, or postings which may reflect poorly on your judgment, or may be misconstrued by the viewer. Under no circumstances may you or the firm take a false position that those postings did not exist, nor take steps to permanently destroy such pre-existing evidence.

In certain situations, our advice may be to discontinue an account completely during this legal matter. Be aware that everything you post may be used against you, and your most regrettable post will be the one people often remember.

1. Immediate steps:

- a. Change passwords on all accounts (including email accounts) to strengthen them against hacking or unauthorized access. Do not share your new passwords with anyone, including family members.
- b. Never post anything on-line about this case, including events, advice, your feelings or frustrations, or the feelings of other family members. All such postings are fodder for opposing parties.
- c. You shall advise your family members, associates, friends and other advisors who have an active social media presence not to post anything reflecting this matter, or your feelings or emotions expressed to them, as every negative inference will be held against you.
- d. Never post financial information or communications with your attorneys or forward emails from our office to any third party, as that will risk destroying the legally privileged nature of such attorney-client communication.

2. Communication from Third Parties:

Be especially wary of contacts from unknown people, especially those sending attachments which might contain malware. If you are in doubt, deleting the incoming email completely is the safest route. Often, investigators will attempt to establish contact which may be used to influence or reveal your positions, opinions or feelings. Resist such communications.

3. Blogging: If you are required to post a blog as part of a business, follow these same instructions: never mention your case, its progress, communications or advice, or your personal sentiments. If you are not required to blog, consider greatly reducing entries, as again, your entries can be misconstrued or taken out of context in a way which damages your credibility.

4. Posting in General: Before using any social media, consider every negative connotation that could be attached. Depending on the subject of our representation, we will recommend various degrees of reduction regarding further posting of photos, videos, articles and other commentary. We will expect you to follow our advice in this regard, as our continued representation of you depends on your making your best efforts in this regard.

CLIENT: \_\_\_\_\_

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

## **INFORMED CONSENT REGARDING EMAIL OR THE INTERNET USE OF PROTECTED PERSONAL INFORMATION**

The offices of **Jane Q. Lawyer, P.C.** hereby provides Clients with these warnings about communications via internet or email:

Transmitting confidential health information by e-mail has a number of risks, both general and specific, that should be considered before using e-mail.

1. Risks:

- a. General e-mail risks are the following: e-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients; recipients can forward e-mail messages to other recipients without the original sender(s) permission or knowledge; users can easily misaddress an e-mail; e-mail is easier to falsify than handwritten or signed documents; backup copies of e-mail may exist even after the sender or the recipient has deleted his/her copy.
- b. Specific e-mail risks are the following: e-mail containing confidential information must be protected; all individuals who have access to Client's email could have access to such confidential information; Clients who send or receive e-mail from their place of employment risk having their employer read their e-mail.

2. It is the policy of this office that all e-mail messages sent or received which concern private information or confidences be a part of that Client's protected personal information and will treat such e-mail messages or internet communications with the same degree of confidentiality as afforded other portions of the protected confidences, including personal health information. This office will use reasonable means to protect the security and confidentiality of e-mail or internet communication. Because of the risks outlined above, we cannot, however, guarantee the security and confidentiality of e-mail or internet communication.

3. Clients must consent to the use of e-mail for confidential medical information after having been informed of the above risks. Consent to the use of e-mail includes agreement with the following conditions:

- a. All e-mails to or from Clients concerning or containing confidential information, advice or other protected confidences will be made a part of the Clients file. As part of the protected confidences and personal health information, other individuals whom you authorize this office to consult with, will have access to e-mail messages containing such information you authorize us to deliver.
  - b. This office may forward e-mail messages to authorized parties as necessary for assistance, consultation, diagnosis and treatment. Our office will not, however, forward the e-mail outside the practice without the consent of the Client as required by law.
  - c. Our office will endeavor to read e-mail promptly but can provide no assurance that the recipient of a particular e-mail will read the e-mail message promptly. Therefore, e-mail must not be used in an emergency, and never for a medical emergency.
  - d. It is the responsibility of the sender to determine whether the intended recipient received the e-mail and when the recipient will respond.
  - e. Because some information, including medical information, is so sensitive that unauthorized disclosure can be very damaging, e-mail should not be used for communications concerning discussions of culpability, negligence, or diagnosis or treatment of AIDS/HIV infection; other sexually transmissible or communicable diseases, such as syphilis, gonorrhea, herpes, and the like; nor to discuss behavioral health, mental health or developmental disability; or alcohol and drug abuse .
  - f. Our office cannot guarantee that electronic communications will be private. However, we will take reasonable steps to protect the confidentiality of the e-mail or internet communication but our office is not liable for improper disclosure of confidential information not caused by its employees from negligence or wanton misconduct.
- g. If consent is given for the use e-mail, it is the responsibility of the Client to inform our office of any types of information you do not want to be sent by e-mail. It is the responsibility of the Client to protect their password or other means of access to e-mail sent or received from our office to protect confidentiality. Our office is not liable for breaches of confidentiality caused by the Client.

Any further use of e-mail initiated by the Client that discusses attorney-client privileged information, private sensitive information or medical records, including diagnosis or treatment constitutes informed consent to the foregoing.

I understand that my consent to the use of e-mail may be withdrawn at any time by e-mail or written communication to the offices of Jane Q. Attorney.

I have read this form carefully and understand the risks and responsibilities associated with the use of e-mail.

I agree to assume all risks associated with the use of e-mail.

*Client Name:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*(The following forms are copied from an Original handout prepared by Claude Ducloux in 2019 for LawPay Continuing Education)*

## **SIX FORMS TO CONSIDER**

### **Optional Provisions to Add to a Lawyer Attorney Fee Agreement, Service Agreement or Retainer Contracts to acknowledge Use of Technology, Privacy Laws or “Paperless” Offices, and the Use of “Cloud” Storage**

*The following provisions have been compiled by Claude E. Ducloux, Attorney at Law – Director of Education, Ethics and State Compliance – Lawpay.*

*Each of these clauses addresses the lawyer’s potential use of a newer technology, billing, or a legal requirement imposed by the majority of states to secure private information, or to advise clients of file destruction policies. A lawyer may consider using one or more of these, edited or adapted for the lawyer’s own use. Lawyers may also consider combining one or more into an “Exhibit” appended to and executed at the time of the initial agreement. Note that this compilation has been assembled with a demonstrative footer which should appear below indicating the Client’s initials for approval.*

*DISCLAIMER: The sample agreements made available herein are provided for individual review and analysis, and are delivered without warranty or representation of fitness for specific use or compliance. The receiver hereof is advised to make any necessary modifications or adaptations which may be required for the user's specific needs, or for compliance with the user's applicable practice rules or state statutes.*

**FORM 1: Privacy Policy** – *most states do, or will have a requirement that holders of private, sensitive or protected information (as defined by law) have in place a Privacy policy. The following simple form may be considered or adapted for that purpose -Ed. Note.*

#### **ATTORNEY PRIVACY POLICY**

1. THIS LAW FIRM MAINTAINS A PRIVACY POLICY AS TO SOCIAL SECURITY NUMBERS AND OTHER PRIVATE INFORMATION AS DEFINED BY LAW.
2. SOCIAL SECURITY NUMBERS AND DRIVER’S LICENSE NUMBERS ARE ONLY USED AS NEEDED AND AS REQUIRED BY LAW.
3. THESE PRIVATE NUMBERS ARE USED TO IDENTIFY PARTIES WHETHER FOR INITIAL SERVICE OF COURT DOCUMENTS, FOR CERTAIN COURT ORDERS,

IN REQUIRED REPORTS FILED WITH THE STATE OF TEXAS, OR FOR OTHER REQUIRED PURPOSES.

4. ALL PRIVATE NUMBERS, INCLUDING BUT NOT LIMITED TO ACCOUNTS, HEALTH DATA, AND OTHER IDENTIFYING DATA PROTECTED BY LAW RECEIVED FROM A CLIENT ARE, AND REMAIN CONFIDENTIAL, AND ARE NOT RELEASED FROM THE FIRM UNLESS AUTHORIZED BY THE CLIENT OR REQUIRED BY LAW.
5. THE EMPLOYEES OF THE FIRM HAVE ACCESS TO THIS PERSONAL INFORMATION BUT SHALL NOT RELEASE IT WITHOUT ATTORNEY AUTHORIZATION.
6. EVERY STEP IS TAKEN TO PROTECT YOUR PRIVACY. YOUR INFORMATION IS KEPT SECURE WITHIN THE FIRM IN FILE FOLDERS, FILE DRAWERS, AND COMPUTERS, UNTIL SUCH TIME THAT THE FILE INFORMATION IS RETIRED AND THE FILE REMOVED TO STORAGE IN COMPUTER FILES OR A LOCKED STORAGE FACILITY. THE CLIENT INFORMATION WILL EVENTUALLY BE SHREDDED OR SECURELY DELTED PER THE FIRM'S FILE DISPOSITION POLICIES.

**FORM 2: Digital File Maintenance** – *Use with the “Paperless” Office. The purpose of this particular paragraph is to advise the client of the need to securely retain the digital files you will be sending during the representation, and shifting the burden of cost of “paper copies” to the Client, rather than to the lawyer. Secondly, if a client requires encryption, this shifts the burden of obtaining and installing encryption software to the Client. Shifting that burden is discussed and authorized in an ABA Ethics Opinion 471, which allows Lawyers who maintain paperless offices to disclose to clients up-front that if client wants paper copies, they will be expensed)*

2. File Maintenance: During our representation of you, we will be sending you copies of all important contracts, pleadings, letters, notices, and other material which we believe you should review. Our office strives to maintain these documents in digital (paperless) format, so more often these copies shall be in digital format, for ease of retention and portability. You should have a secure place to keep these documents. If you need additional paper copies at any time, we can make those at your expense for our normal copy fees, or cooperate in sending the data to the secure copy service of Client's choice. Clients may control such costs by keeping digital copies. Should you believe your particular file requires an encryption, you should advise us of the form of such encryption. If our office is required to secure encryption software specifically for your case, the cost of that software shall be included in your bill.

**FORM 3: Disposition/Destruction of Client Files** – *Lawyers have a duty to review client files prior to shredding or deletion to ensure original documents, or*

*other document of value such as share certificates or cash/cash equivalents have been returned to Client. However, this form allows the Lawyer to advise Client's at the time of retention that they will safely shred or delete the file after 4 years, unless required by law to maintain them longer, such as actions involving trusts or minors. This form duplicates some of the "copy charge" language of Form 2 above, so such duplication should be edited out if these forms are combined.*

3. Disposition of Client files. At the conclusion of this matter, Client is advised that all matters in the Client's file shall be returned to Client upon request. Client is further advised to retain all confidential information or original documents from Attorney's file. Client otherwise authorizes Attorney to destroy in a secure manner the information contained in Attorney's file after four years from the date the legal service is completed. If you want a copy of your file at any time, we shall deliver it to you in the same format in which the file is maintained in our office. If you desire paper copies of files or data which we have solely maintained in digital format, we will either provide you the digital copies as well as making you the paper copies at an additional expense, or cooperate in delivering your digital file to a copy printing service of your choice so that your selected copies may be made at your expense.

**FORM 4: Disclaimer of Liability for Use of Cloud Storage or Technology Exposing Client info to "hacking"** *Lawyers have a duty to act as prudent custodians and fiduciaries of and for client information. This clause is not intended to waive any lawyer duty in that regard, but countenances that a breach of security in cloud-based services or internet service providers may occur without any negligence on the part of the lawyer. Even with this clause, a Client will likely always be able to argue, absent a "real" hack-attack, that there is a lapse on the attorney's part to secure information if confidential information is mistakenly shared.*

4. Storage and Use of Electronic Data: Client is aware, and consents to the retention, maintenance, and storage of client's information and records relating to this matter in the following forms/locations: Paper (in office and/or storage files); electronic (e.g. computer, handheld devices for e-mail, fax, and/or via the Internet using "cloud storage"); or other like mediums. Attorney will endeavor to take all steps necessary to preserve and maintain the confidentiality of all Client information and records, however Client recognizes and agrees that such information and records are subject to unauthorized access outside the control of Attorney, and agrees to hold Attorney harmless from any non-Attorney caused breaches of confidentiality of Client information and records.

**FORM 5: Use of Digital Signatures (also known as E-signatures)** *– more and more legal offices are beginning to use digital signature technology. This form intends to provide the Client notice that the use of this technology will result in a legally binding signature.*

Client understands that current technology allows for the convenience of “Digital signatures” and “Electronic signatures” which can be affixed to documents to speed the execution of contracts and other documents requiring attestation by signature. Client agrees that when either the Client or Attorney uses such technology to affix signatures to documents, the electronic signatures will have the same legal significance and binding effect as if the document were signed by the Client or Attorney in person.

**FORM 6: Billing and Credit Card Use Sample Language** – *this simple form may be added or appended to an attorney fee or engagement. Note that the term “retainer” has been modified to include the words “pre-paid fee” retainer, as some jurisdictions (eg. Florida, per comments on Fl.Bar Rule 5-1.1) consider a retainer to be only defined as a flat fee, and thus not to be deposited in the attorney’s trust account. Many jurisdictions, however, consider the pre-payment of fees to be later applied to services of the firm to be a “retainer.” The lawyer may remove such doubt by calling it a “pre-paid fee retainer.”*

5. Attorneys Fees and Payments Client agrees to compensate Attorney by paying attorneys fees at the rate of \$xxx.00 per hour for all legal work performed in this matter. Attorney will charge lesser rates for work performed by legal assistants and/or law clerks (\$xxx.00 per hour).

Attorney acknowledges the receipt of a pre-paid fee retainer from Client in the amount of [\$2,500.00.] This retainer shall be deposited into the Attorney’s trust account, to be drawn out monthly and credited against fees to be earned by Attorney. Any unused retainer shall be refunded to Client if the matter is concluded prior to the exhaustion of any funds held on retainer. No Funds deposited in Attorney’s trust account will earn interest for Client.

Attorney will provide Client, at monthly intervals, an itemized statement setting forth in reasonable detail, all services by Attorney on behalf of Client, and any costs which have been incurred and/or advanced by Attorney on behalf of Client in the above-referenced matter. The invoice will also show the application of retainer funds to the monthly invoice, and any resulting balances of retainers and/or unpaid fees.

For Client's convenience, Attorney has created a portal through LawPay, a safe and secure credit card portal designed for lawyers, allowing Client to pay bills and replenish retainers online. Client shall not be charged any fee for credit card use, and no fees are deducted from funds deposited into Attorney's trust account.

Further Authorized Use of Credit Card: Upon the exhaustion of the retainer:  
[use one or more of the following options including the blank for client initials]:  
[Option1: automatic replenishment of the retainer]

\_\_\_\_\_ Client authorizes Attorney to replenish the pre-paid fee retainer by charging an

additional amounts to the credit card provided by Client as will maintain the retainer at \$\_\_\_\_\_.

*[Option 2: no automatic replenishment, but authorization for payment]*

\_\_\_\_\_(initials) Client authorizes Attorney to pay the outstanding fees and costs each month by charging such amounts to the credit card provided by Client for that purpose.

*[Option 3: neither automatic payment or replenishment]*

\_\_\_\_\_(Initials) Client agrees to pay the outstanding balance 30 days after the end of month being billed. Client may pay via credit card without any additional fees through LawPay using these links:

To pay or replenish pre-paid retainer: *[web address or hyperlink, e.g.]*

<https://secure.lawpay.com/pages/attorneys/trust>

***[Note: Call Lawpay's support to help set up these links.]***

To pay regular monthly bills: *[web address or hyperlink, e.g.]*

<https://secure.lawpay.com/pages/attorneys/operating>

\_\_\_\_\_(Initials) "No Refund" Policy: Client understands that fees paid with an authorized credit card payment are not subject to a right by Client to a credit card refund or chargeback after legal services are performed. Refunds, when appropriate, shall be paid by check or other electronic transfer from Attorney to Client.

## SAMPLE CONTINGENT FEE CLAUSES - 2020

### I. Fee Basis – Contingent Fees Payable

A. Matters referred to Attorney - Parties acknowledge that the above referenced matter is subject to the original contract between Client and *[referring attorney's name]* and the fee as stated therein shall be the same fee to be charged by Attorney to Client, to wit:

\_\_\_\_\_

B. New matter Contingent Fee: *[the modifications throughout this form clarify that recovery may include non-monetary assets, rather than just cash]*

\_\_\_\_\_ Client hereby agrees to compensate Attorney by paying \_\_\_\_\_ % of all amounts recovered on behalf of Client. "Amounts recovered" shall include non-monetary assets, properties or entitlements recovered from the opposing parties.

C. Client understands that in the event of appeal, the percentage shall increase to \_\_\_\_\_ % of all amounts recovered. The parties agree that an appeal is defined as damages received either by collection or settlement after a docketing statement has been filed in the appropriate court of appeals following the entry of a Final Judgment in the underlying case.

### II. Calculation of Attorney's Fees [use for contingent fee]:

The amount of Attorney's fees under this contract shall be calculated based upon the gross value of amounts recovered. Any expenses paid on behalf of the Client will be exclusively deducted from the Client's percentage/share of the gross value of the amounts recovered. Any fee owing to the referring/participating attorney shall come from Attorney's share of fees authorized by this contract, unless Client has specifically retained other counsel on a different fee basis.

### III. Expenses:

A. Client agrees to reimburse Attorney for any and all out-of-pocket expenses incurred by attorney in connection with the prosecution and settlement of claims, including but not limited to, court costs, filing fees, deposition fee, transcript fees, reproduction fees, expert witness fees, travel expenses, investigative expenses, long distance telephone expenses, and other expenses which Attorney determines to be necessary in the pursuit of Client's claims.

B. Deduction of Expenses: All such expenses will be deducted from the gross recovery [after][before] the calculation of Attorney's fees.

C. Disclaimer of Non-litigation Expenses: The Attorney's responsibility to prepay any and all expenses associated with the legal matter do not include any of the following:

- i. Normal day-to-day living expenses of the Client and/or Client's family;

ii. Payment of medical bills for services provided, except upon the financial distribution of settlement proceeds, or other damages recovered in resolution of the Client's claims; and

iii. The Client's legal fees incurred for matters not associated with the matters for which Attorney has been retained, or for any other expense incurred by the Client including tuition, fines or other expenses not directly incurred in the pursuit of Client's claims or as directed by the Attorney.

D. Expenses Absorbed by Client: In the event there is no recovery made on behalf of Client, or insufficient recovery to result in a net payment to client if Attorneys fees are paid first, Attorney agrees to change the calculation of attorney fees so that such proceeds will be applied as follows:

- i. First to the payment of all outstanding costs; then
- ii. any balance to the payment of Attorney's fees as agreed above; then
- iii. any remainder to the client.
- iv. In no event will Client be liable for costs incurred which are not covered by the damages recovered. Such excess costs will be borne directly by Attorney.

**IV. [if the case involves subrogation, use this] Medical Subrogation and Use of Attorney Trust Account:**

With regard to the payment of medical bills from the settlement or recovery, Client understands that such funds are drawn from the Client's portion of the recovery always after the calculation of attorney's fees. Client further understands that any of Client's funds that may come into Attorney's possession must be deposited or held in a "IOLTA" account, as designated by the State Bar of [Texas], and authorizes Attorney to pay such final subrogation as a part of the overall settlement. No funds placed in the Attorney's "IOLTA" trust account, maintained pursuant to [State Bar] Rules, will earn interest recoverable by the client.

**V. Payment of Fees**

Client authorizes Attorney to hold and distributes funds and properties recovered under this agreement and Attorney shall provide a clear and understandable accounting to Client on such calculation and distribution of the recovered money or other properties or entitlements. If the amounts recovered include an undivided interest between Client and Attorney in properties or entitlements, the parties shall cooperate in the appropriate partition of those assets.

# DISENGAGEMENT LETTER: CLOSING LETTER

[Date]

[Client Name]

[Client Address]

[Client Address]

Re: Confirmation of Disengagement

File ID: [Matter or case description]

Dear [Client's Name]:

It has been a pleasure representing you in connection \_\_\_\_\_. As you are aware, the case has now concluded with [description of final event][judgment][nonsuit] [the delivery of the final documents] . Applicable documents have been signed by and filed with the court. A copy has also been enclosed for your personal records. We have contacted [Opposing Party]'s [eg, insurance carrier] who should soon be contacting you to [final instruction].

Since all legal work has now been completed for this matter, we are closing our file, removing it from our active accounts list and returning all original records to you. Please note that the final invoice is also enclosed. We suggest that you keep all information relating to the matter in a safe place where it can be easily located. As we discussed in our initial interview, we will store your file for [State Time Period] years from the date of this letter, then the files will then be destroyed, unless you desire to keep that file yourself intact. If you do desire to retain your original file, please let us know so we can ensure delivery of all information to you.

We truly hope that this matter has been completed to your satisfaction, as it is our goal to meet the expectations of our clients in every matter we handle for them. Enclosed, please find a questionnaire for evaluation of the services provided and a self-addressed, stamped envelope for return. We would greatly appreciate your participation as any information provided will allow us to enhance the quality of service offered by the firm.

Thank you again for allowing [Law Firm] to represent you in this matter. If you have any further questions on this or any other issue, please do not hesitate to contact us.

Sincerely,

[Attorney's Name]

[Law Firm]

*Note: This is a sample form only and is written for the general purposes of facilitating clear expectations and avoiding misunderstandings between an attorney and client. It is not intended as legal advice or opinion and will not provide absolute protection against a malpractice action.*

# **Virtual Law Office**

## **ENGAGEMENT LETTER: TERMS AND CONDITIONS OF USE**

The Terms and Conditions of Use (“Agreement”) are provided by Acme Legal Services, LLC, an online [state] law practice established in Metropolis, [state] and managed by attorney Mary J. Acme, a [state] Board Licensed, solo practitioner. The Agreement will govern your use of this website, including all content provided on the website and through access to all online services provided by Acme Legal Services. The Agreement to provide legal services to you covers the time period from which you accept this Agreement and we have received your payment through our funds transfer service to the time we have provided you with the requested and purchased legal service.

You agree that it remains your responsibility to proceed as a pro se litigant by filing all legal documents and complying with [state] state and local legal procedures. By providing you with limited legal services, Acme Legal Services has not agreed to attend a hearing or trial on your behalf or provide any legal services extending beyond those services which you have purchased and we have agreed to provide. We only provide limited legal assistance and document preparation and review. After performing the services purchased by you, we have no further obligation to you.

### **Limitation of Services**

While authorities in some jurisdictions may deem this website and this law practice to be an advertisement for legal services in their jurisdiction, our website is not to be considered as a solicitation for legal services related to any other states’ law. This website and this legal practice offer services related to [state] law only.

Unlike a geographically located law practice, Acme Legal Services will not provide physical legal representation or commence litigation on your behalf. The purpose of Acme Legal Services is to provide limited legal advice and general counseling on [state] legal matters with prompt service provided in a cost-effective manner. If we determine during our communication with you that your specific legal matter requires the engagement of a full-service law firm, such as in the event that your situation may require the commencement of a formal lawsuit, then we will promptly refer you to a full-service [state] law firm in your area or refer you to the [state] Bar Association’s Lawyer Referral Service.

### **Nature of Unbundled Legal Services**

Acme Legal Services is not a pre-paid legal service; it is an online legal practice where you are charged a one-time fee for limited legal services related to [state] law. Acme Legal Services provides unbundled legal services. This means that the legal services provided by us only extend to those services of which you have requested and purchased and we have provided. After you have purchased a service and we have agreed to provide it and have completed the work, you cannot expect us to perform in any additional capacity. For example, if we assist you in creating Estate Administration documents, it is not our responsibility to ensure that the forms are properly filed, to attend a hearing or trial on your behalf, or to provide any other legal services related to that matter beyond the original purchased and provided limited legal services. Likewise, after you have paid for the requested services and we have performed them, we will not expect any further payment from you other than payment for the original requested legal services performed by us.

As with any legal service, we cannot guarantee any legal outcome. By purchasing our services, you agree that it remains your responsibility to properly and timely file any legal documents and to comply with [state] state and local legal procedures.

### **Confidentiality - Security - Retainment of Records**

Acme Legal Services provides limited legal services pertaining to [state] law only. The attorney responsible for this site is licensed to practice law only in the State of [state].

In compliance with the professional rules and restrictions of the [state] State Bar and the [state] Bar Association and for reasons of personal integrity, this practice is bound by stringent professional standards of confidentiality. Any information received by us from our clients is held in strict confidence and is not released to anyone outside of this practice, unless agreed with by you, or as required under applicable law.

An attorney-client relationship with this practice is established only after a specific question has been posed to an attorney at this practice through a prospective client's personal login page and that question has been confirmed as received through a reply communication from an attorney at this practice. Prospective clients should be aware that our duties of confidentiality and the attorney-client privilege may not arise until an attorney has expressly communicated the ability to respond to that prospective client. Once you have provided us with your personal information, we will first run a crosscheck for any possible conflict of interest before accepting representation of your matter. We may decline to provide our services to you if a conflict of interest is discovered.

All our records are securely retained in electronic files, along with secure backups, for the period of years required under [state] law.

### **Articles and Other General Public Information Provided on this Website**

Any articles for general knowledge published on this website contain basic information on legal matters and are not meant to provide advice regarding a specific legal problem you may have. We remind you not to rely on this general information without first communicating with us or other legal representation regarding your specific legal situation.

### **Copyright**

Acme Legal Services claims copyright protection on all of the content provided in this website. The content from this website may not be reproduced, copied and/or redistributed in any form without the express permission of Acme Legal Services. Furthermore, the content from this website cannot be modified nor can it be used for commercial purposes. Each document posted at this website shall contain the following copyright notice:  
Copyright 2006-2007 Acme Legal Services, LLC. All rights reserved.

### **Client Funds**

No fee will be charged or obligation incurred by registering on this website. In most situations, a client's funds will not be transferred to Acme Legal Services until the legal services requested by the client are ready to be accessed and received by the client on their personal login page. Some requested services may require the upfront payment of a retainer fee before Acme Legal Services will begin work. After the client's payment of the agreed upon price is confirmed through a Cardholder Information Security Program (CISP) compliant credit card processor, the client will have complete access to the legal advice, documents, research or other services provided by the attorney. If further communication with the attorney is required, the client may post a separate question regarding the received legal services or request a price quote for additional legal work. Acme Legal Services will not pay any court costs associated with your case which may be required as part of a lawsuit, filing fees or service of process fees.

## **Technology – Security**

Acme Legal Services does not rely on email to communicate with clients.

Email as it is commonly sent and received is unencrypted and does not provide a secure means of interacting with our clients. Primary communications are done through this website over Secure HTTP, which provides you with the highest industry standard protection available on the web. All payments are processed by Cardholder Information Security Program (CISP) compliant credit card processors, and no credit card or payment account numbers are stored on our servers. The maintainer of this site has over 7 years' experience developing secure web-based applications, from tax filing to background checking software, and uses secure programming techniques and best practices along with continual code auditing to ensure that this site is as secure as possible.

## **Links and Email Addresses**

Links posted on this website to other websites are provided only as a convenience to our clients. We assume no responsibility for the content, security or reliability of any websites to which we have posted links. Spamming, the unsolicited broadcasts of email addresses or links in this website, is prohibited and unauthorized.

## **Web Tracking - Cookies, Information Collection and Privacy Policy**

### **1. General Site**

To view the articles and public documents on this site you do not need to reveal any personal information. This site will present your browser with the option of accepting JavaScript and cookies in order to lay out the web page correctly and to store customized settings for your next visit. These features may be disabled by your browser, however this will limit the look and functionality of the website. All page requests are logged in order to properly maintain the service and security of this website.

### **2. Virtual Law Office**

In order to use the virtual law office, you must first register a username and provide personal information about yourself. This information will be used during your transactions with Acme Legal Services, LLC to provide limited legal services in compliance with [state] law. Your information may be provided to a third party in order to provide the service you requested and/or as is required by law. All other use of your personal information will be limited to your attorney/ client relationship with Acme Legal Services, LLC. This site uses cookies to store a session id. Therefore, in order to register on the website, cookies must be enabled so that we can provide you with a secure transaction.

## **Registration**

In order to retain our services, you must register on our website. There will be no fee charged for registration on this website. By registering you will receive access to a personal information page where you may request our services in a secure manner. By registering on our website, you are representing that you are at least 18 years of age and able to enter into a binding contact with Acme Legal Services. Furthermore, by registering you are representing that the information you provide to us is correct, accurate and updated.

## **Reviewing and Updating Your Personal Content**

Acme Legal Services requests that you keep your personal contact information current. After you have registered on our website, you may enter your personal information page at any time to review and update your personal information.

### **Contact Information**

Because we are a virtual law practice, we would prefer that you provide your information to us using the technology provided for you on your personal client login page. However, if this is not possible and we require further information in order to review your legal matter, our mailing address is P.O. Box 4234, Metropolis [state] 27654.

### **Limitation of Liability - No Warranties**

Acme Legal Services assumes no liability for any errors or omissions in the content of this website. We will not be responsible under any legal theory for damages, including direct, indirect, incidental, consequential or special, arising as a result of your use of this website. As stated above, this website pertains to the practice of [state] law only. Therefore, the content of this website is not applicable in any other state other than [state].

The general information provided on this website is provided without warranty of any kind, express or implied. Acme Legal Services reserves the right to change, modify, add, and delete the content on this website.

### **Jurisdiction**

The terms of this agreement will be governed by the laws of the State of [state].

The state and federal courts located in Metropolis County, [state] will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, Acme Legal Services' website or any services provided by Acme Legal Services. Each person who registers on this website consents irrevocably to personal jurisdiction in such courts with the respect to any matters and waives any defense of forum non conveniens. Furthermore, each person who registers on this website is deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this agreement, Acme Legal Services' website or any services provided by Acme Legal Services.

### **Assignment**

The rights and obligations created for you under this agreement may not be assigned to any other party.

### **Force Majeure**

Acme Legal Services will not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of Acme Legal Services.

### **Severance**

In the event that one or more of the provisions of this agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this agreement, and this agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

**IRS Circular 230 Disclosure**

In compliance with the requirements of the IRS pertaining to the publication of Circular 230, we inform you that any advice contained on this website or in any communication originating from this website or this law practice which is related to U.S. federal tax advice is not intended or created to be used, and cannot be used, for the purpose of 1) either avoiding penalties under the Internal Revenue Code or promoting, marketing or 2) recommending to another party any transaction or matter that is contained on this website or in any communication originating from this law practice.

**Complete Understanding**

This agreement supersedes any prior or contemporaneous communications, representations or agreements between Acme Legal Services and the client and constitutes the complete and final agreement between the parties relating to this agreement, Acme Legal Services' website or any services provided by Acme Legal Services.

*(estate planning – short agreement)*

**HEIR, DIVISOR, & REMAINDERMAN**

Attorneys at Law

123 Perpetuity

Pourover, Texas 76531

Dealey Divisor, Partner

[DELIVERY]

Mr. Mrs. Ms. [Full Name]

[Address1]

[Address2]

Austin, Texas 787\_\_\_\_\_

Re: Estate Planning

Dear [Short Name]:

I enjoyed meeting with you today. Thank you for selecting our law firm to represent you in connection with the preparation of the following estate planning documents for each of you:

Your will, a summary of your will, powers of attorney for financial and medical purposes, a directive to physicians ("living will"), a designation of guardian, and suggested insurance, IRA, and retirement plan beneficiary designations.

A trust [that will [purchase and] own insurance policies on your life] [for the benefit of [your children] [each child of yours], a summary of [the] [each] trust, a memorandum discussing your objectives in creating the trust[s], the steps necessary to accomplish these objectives and tax considerations involved in implementation of this portion of your estate plan, and related documents necessary to implement the plan, including a partition agreement, letters to the beneficiaries (or their guardians) notifying them of gifts to the trust[s] and their withdrawal rights, and a letter to the trustee which restricts the withdrawal rights of certain beneficiaries.

It is our understanding that our engagement is limited to the performance of these services.

I estimate that our fees for these services (excluding expenses) will be approximately \$\_\_\_\_\_. However, the actual fees may be more or less than that amount depending upon the amount of time expended on your legal matters. If we encounter anything that would cause a significant variance from our estimate, we will let you know in advance. The principal factor in billing for our services is the time and effort and the hourly rates of the attorneys and legal assistants involved. Our hourly rates are set by the firm and are based on years of experience, specialization and training in practice, and level of professional attainment. My present hourly rate is \$\_\_\_\_\_ and my legal assistant's rate is presently \$\_\_\_\_\_ for these types of services.

Also, we generally charge for some non-legal services provided in connection with our services. These typically include one or more of the following: long-distance telephone charges; messenger, courier, and express delivery charges; telecopy and telex charges; photocopy charges; and filing fees. We will itemize all charges for non-legal services on your bill.

Our standard practice is to bill our clients on a regular basis, normally each month, for both fees and disbursements. However, for these types of estate planning services, we normally wait until all of our services have been completed prior to sending a bill. We expect payment within 30 days of our statement. If you ever disagree with the amount of our fees, please call me or the firm's managing partner, Adam Hauser. Usually, any disagreements are resolved to the satisfaction of both sides with little inconvenience or formality.

Both of you are our clients and we may ethically represent you both so long as your interests do not differ. You have an affirmative duty to us to advise us of any conflict between the two of you as husband and wife which will affect your estate planning. If your interests do differ, or you are in conflict concerning your estate and financial planning objectives, we must advise you that each of you would be best served by obtaining independent legal counsel. (I am not aware of any conflicts at this time based upon my knowledge of your family situation and estate planning goals.)

The State Bar of Texas has a toll-free "800" number for information relating to the attorney grievance process. The State Bar investigates complaints of professional misconduct by Texas attorneys. Although not every dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel can provide you with information about how to file a complaint. For more information call 1-800-932-1900.

Please review this letter and let me know if you have any questions or would like some clarification. Thank you for entrusting this legal work to us. We will do our best to provide you with prompt, high quality service. It is important for us to know how our clients feel about the services we provide. If you ever feel that we are not meeting this commitment or you have other questions about our relationship, please do not hesitate to call me or our managing partner. We look forward to serving you.

Yours very truly,

Heir, Devisor & Remainderman, LLP

By: \_\_\_\_\_  
Dealey Divisor  
Enclosures

cc: [CC List]

Agreed and Accepted as of \_\_\_\_\_, 202\_\_\_\_:

(signature blocks)

*(Estate planning – Joint Representation and Waiver of Confidentiality )*

**HEIR, DIVISOR, & REMAINDERMAN**

Attorneys at Law  
123 Perpetuity  
Pourover, Texas 76531

Dealey Divisor, Partner  
direct dial: 214-214-1244

June 3, 2025

[DELIVERY]

Mr. Mrs. Ms. [Full Name]  
[Address1]  
[Address2]  
Austin, Texas 787\_\_\_\_\_

Re: Estate Planning

Dear [Short Name]:

Thank you for selecting Heir, Divisor & Remainderman, LLP ("Heir, Divisor" or the "firm") to represent you. We appreciate the confidence you have shown in our firm, and we look forward to the opportunity to represent you.

The purpose of this engagement letter and the attached Standard Terms of Engagement is to make certain that we have a mutual understanding of expectations about the services we will provide, legal fees and expenses that we will charge, and other important aspects of our representation. Please let me know as soon as possible if you have questions about this letter, the Standard Terms of Engagement, or if you are concerned about any aspect of the representation.

Description and Scope of the Representation: Identification of Client

The firm is being retained to represent \_\_\_\_\_  
\_\_\_\_\_ in connection with \_\_\_\_\_  
\_\_\_\_\_, and \_\_\_\_\_  
\_\_\_\_\_ (is/are) our only clients in this matter. We want to clarify that the firm does not represent any other person or entity other than as set forth above.

Our representation is limited to this matter, and the firm has not been retained to represent you generally or in connection with any other matter unless we modify this engagement letter by a subsequent letter agreement. The firm understands that we are to perform all reasonable services and take all actions that may be appropriate and necessary in our professional judgment to further your interests in this matter.

It is understood that the firm is being retained to provide legal services and that we are not responsible for providing business or financial advice to you.

## Consent to Joint Representation of Husband and Wife for Estate Planning Matters

An attorney has the duty to exercise independent professional judgment on behalf of each client. If an attorney is requested to represent multiple clients in the same matter, the attorney can do so only if the attorney can impartially fulfill this duty for each client and if the attorney obtains the consent of each client after explaining the possible risks, benefits, and implications involved in the joint representation.

You have asked the firm to represent the two of you in connection with estate planning matters ("estate planning"). Based upon our initial discussions with the two of you, we have concluded that the firm can impartially represent the two of you in connection with your estate planning. However, please be aware that each of you may obtain separate, independent counsel on this matter – now or at any time in the future. In determining whether you should consent to this joint representation, you should carefully consider the following:

### 1. Role as Joint Legal Counsel

In our joint representation of the two of you in connection with your estate planning, we will strive to represent each of you in a professional manner, with our ultimate goal to reach an arrangement regarding your estate planning that is mutually advantageous to each of you and is compatible with the interests of each of you. Because we will be representing both of you, in carrying-out this representation, we must consider the interests of each of you – not the interests of any one person.

As you are probably aware, one advantage to separate legal representation for each of you is that your respective legal counsel would be acting solely on your behalf – looking out for your best interests exclusively without regard to the interests of the other person. On the other hand, utilizing separate representation for each of you is generally more costly, more contentious, and more time consuming than utilizing joint representation.

### 2. Disclosure of Information/Open Relationship

We believe that the firm cannot effectively represent each of you in your estate planning if material information disclosed to us by either of you relating to your estate planning must be preserved in confidence without disclosure to the other person. Accordingly, if we are to represent the two of you, it will only be with the express understanding that any material information disclosed to the firm by either of you and that relates to your estate planning shall be disclosed to the other person if knowledge of that information would be necessary or useful for him or her to make informed decisions regarding your estate planning.

### 3. Attorney-Client Privilege

We believe that any information disclosed to the firm by either of you during this joint representation and relating to your estate planning will not be protected by the attorney-client privilege in the event of a subsequent legal dispute between the two of

you relating to your estate planning. Additionally, the firm would not be able to represent either of you in connection with any that legal dispute, and each of you would be required to obtain separate legal counsel.

#### 4. Prior Legal Representation of Husband or Wife

If the firm is currently performing (or in the past has performed) certain legal services for one of you, we will not accept this engagement unless we believe that our relationship with that person will not adversely affect our ability to fairly and impartially represent each of you in your estate planning.

However, should we determine, at any time, that a material bias in favor of that person exists such that the firm cannot fulfill our duties to both of you, then the firm will have to withdraw from this joint representation.

#### 5. Future Conflicts

At this time, there does not appear to be any difference of opinion between you regarding the fundamental terms of your estate planning. However, it may turn out that upon further consultation each of you may have differing opinions regarding the terms of your estate planning, such as the persons who will be the beneficiaries of your estate or the property those persons will receive. Should we determine that there are material differences on one or more issues that cannot be resolved amicably or on terms compatible with the mutual best interests of the two of you, then we must at that time withdraw from the joint representation and the firm would not be able to represent either of you in connection with your estate planning. If this occurs, we will, if you wish, assist each of you in obtaining new counsel.

#### Attorneys Handling Your Representation

I will be the primary attorney handling this matter. We also anticipate that there may be other attorneys who will assist in the representation from time to time. The firm also uses paralegals in providing professional services when we believe that their use will reduce legal costs and improve efficiency.

#### Legal Fees

We take into account many factors in billing for services rendered, and I will review your statements before being sent out to determine that the amount charged is appropriate. The firm generally charges for our services based upon the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals that work on the representation. I am certified as a specialist in the Estate Planning and Probate Law area by the Texas Board of Legal Specialization, am a Fellow in the American College of Trust and Estate Counsel, and have been practicing in this specialty since 1981. My current hourly rate is \$\_\_\_\_.00 and my paralegal's rate is \$195.00 for work of this type. We review our billing rates annually at the beginning of each year.

### Costs and Expenses

In addition to legal fees, the firm charges for out-of-pocket costs and may charge for some in-house expenses incurred in representing you. Please refer to the Standard Terms of Engagement for examples of these costs and expenses and how these will be handled and billed to you.

### Payment of Fees and Expenses

The firm's statements for fees and expenses are due upon receipt, and we expect that our monthly statements will be paid no later than 30 days after receipt. By entering into this representation agreement, you agree to timely payment of the firm's invoices for fees and expenses related to the representation.

### (Optional) Pre-Paid Fee Deposit Agreement

You have agreed to deposit a pre-paid fee deposit with the firm in the total amount of \$\_\_\_\_\_. This retained fee will be credited toward your legal fees and expenses billed towards the end of the representation, unless we agree to a different arrangement. As set forth in the attached Standard Terms of Engagement, we will bill you on a monthly basis throughout this matter. If the retained fee proves insufficient to cover current fees and other charges on a regular basis, we may ask you to increase it.

### Conclusion

Once again, the firm is pleased to have this opportunity to represent you in this matter. If you have any questions or concerns about any of the above or the Standard Terms of Engagement, please contact me as soon as possible. If this letter and the Standard Terms of Engagement accurately reflect our agreement, please sign the enclosed copy of this letter and return it to me.

Yours very truly,

Heir, Devisor & Remainderman, LLP

By: \_\_\_\_\_  
Dealey Divisor  
Enclosures

cc: [CC List]

[SIGNATURE LINES]

## Freelance Work Agreement Independent Contractor [for use when Freelance lawyer is hired by another firm) - Flat Rate

*Editor's Note: The use of any "flat rate" Freelance Work agreement requires a high level of competency and experience in the area of the law covered, anticipated completion times and costs, and practice variables. Further, the user should review applicable disciplinary rules and ethical guidelines to ensure compliance with any limitation imposed. Therefore, this sample agreement is made available and provided for individual review and analysis, and it is delivered without warranty or representation of fitness for specific use or compliance. The receiver hereof is advised to make any necessary modifications or adaptations which may be required for the user's specific needs, or for compliance with the user's applicable practice rules. –Claude Ducloux, Director of Education, LawPay*

This agreement is entered into between [Law Firm] ("Law Firm") and [Name of freelance attorney] , the undersigned freelance attorney ("Freelance Attorney").

1. Project. Freelance Attorney agrees to complete [Name or title of project] on a contract project basis for Law Firm. The scope of the project includes [Describe scope of work to be done on project, including name of case and deadline] . Freelance Attorney and Law Firm will routinely consult and agree on the logistics and other details of the performance of this Agreement, as needed. Freelance Attorney understands the time limitations imposed on the completion of the work described above. During the duration of this contract, the supervisory responsibility for Law Firm shall be exercised by [Name of freelance attorney] .

2. Employment relationship. Freelance Attorney shall be engaged by Law Firm as an independent contractor. Freelance Attorney is not an employee of Law Firm and is therefore not entitled to any benefits afforded to employees or partners of Law Firm. As an independent contractor, Freelance Attorney will determine when, where, and how the above-referenced project will be completed. This Agreement shall not be construed to create any relationship of partnership or joint venture. Freelance Attorney operates as a [Type of entity and how payment should be recorded via tax ID number or social security number] . Freelance Attorney shall be responsible for paying any applicable taxes on the fees earned, including income tax. Freelance Attorney shall also be responsible for paying any business expenses in the normal course of project completion except for included expenses listed below; and unexpected expenses will be subject to further negotiation between Freelance Attorney and Law Firm. "Included Expenses" in this agreement, which shall be itemized by Freelance Attorney, are a) those items which Law Firm specifically requires Freelance Attorney to obtain; b) specific software or encryption required to access the case information; c) travel expenses pre-approved by Law Firm; and d) such other miscellaneous expenses approved in advance.

3. Conflicts of Interest. Freelance Attorney is a licensed attorney in good standing in [Jurisdiction] . Law Firm recognizes that Freelance Attorney enters into freelance work agreements with other attorneys, law firms, and legal entities. Freelance Attorney agrees to check for conflicts of interest. By signing this agreement, Law Firm warrants that it has provided Freelance Attorney with sufficient information to evaluate conflicts of interest; and Freelance Lawyer warrants that there are no existing conflicts with other present or past clients, or Freelance Attorney's own interests.

*Independent Contractor Agreement - Flat Rate, Page 1*

4. Malpractice Insurance. Freelance Attorney maintains professional liability insurance coverage through [Name of insurer].

By signing this Agreement, (choose one) Law Firm represents that:

\_\_\_\_\_ it has current professional liability insurance to cover the project outlined in this Agreement.

\_\_\_\_\_ It has notified insurer of the employment of Freelance Attorney, and has been given approval for such employment.

5. Confidentiality. Freelance Attorney shall keep all client information confidential, including client documents disclosed by Law Firm. The parties agree that client information provided by Law Firm shall be limited to only that which is necessary to complete the work contemplated by this Agreement.

6. No Attorney-Client Relationship. This Agreement shall not be construed to create an attorney client relationship between Freelance Attorney and Law Firm's clients, or between Freelance Attorney and Law Firm, unless such relationship is implied by the disciplinary rules of [Jurisdiction]. At all times, Law Firm will exercise its independent professional judgment and make all final decisions regarding its cases and clients.

7. Work Product. Law Firm shall own all rights to any work product generated by Freelance Attorney while completing the project described in this Agreement. Law Firm may modify any work product prepared by Freelance Attorney. Ultimately, Law Firm is responsible for supervising the work of Freelance Attorney, and for the content of pleadings or other material submitted on behalf of its clients.

8. Compensation. Freelance Attorney shall be paid for legal services rendered under this Agreement at the flat rate of \$ [Flat Amount] which shall be paid as follows:

*Option A (if permitted in your jurisdiction)*[stated time period for payment, ie., in [number] weekly/monthly installments of [\$] .

*Option B: Payments into trust to be transferred in stages)*

Upon payment of the fees in accordance with Paragraph III above Lawyer shall deposit the fee(s) into the [Lawyer's/Firm's] Trust Account, and thereafter the fee shall be considered

earned and transferred to the Lawyer's operating or other appropriate account immediately upon the completion of the following activities, events or stages:

Description of increment: <i>[describe task or event]</i>	Amount earned: _____
Description of increment: <i>[describe task or event]</i>	Amount earned: _____
Description of increment: <i>[describe task or event]</i>	Amount earned: _____

*[continue as necessary]*

Funds deposited into attorney trust accounts do not earn interest for Client. Payment by credit card into the attorney trust account may be made by using this hyperlink:

<https://secure.lawpay.com/pages/attorneysname/trust>

*Option C: "Upon completion of services described herein."*

Freelance Attorney shall submit an invoice to Law Firm, and payment shall be made within thirty (30) days of the submission of the invoice. Freelance Attorney acknowledges and agrees that Law Firm may bill its clients for the amounts due to Freelance Attorney at whatever rate or in whatever manner it deems appropriate and consistent with law and its own billing practices. All payments made by the Law Firm to Freelance Attorney will immediately become property of Freelance Attorney and will not be placed in an attorney trust account. It is specifically agreed between the parties that Freelance Attorney's fees are not contingent fees subject to case outcome, nor are such fees to be considered "referral fees" as defined under the applicable rules of disciplinary conduct.

9. Severability. All provisions of the Agreement are severable. The determination that any particular provision or term is illegal or unenforceable shall have no effect upon the remaining terms of the Agreement.

10. Assignment. Neither party may assign its duties or rights under the Agreement without prior written approval of the other party.

11. Modification to Agreement. Any modification of this Agreement will be governed effective only if it is in writing and signed by both parties.

12. Termination. Either party shall have the right to terminate this Agreement with reasonable cause, effective immediately upon giving written notice. In the event of termination, Law Firm shall pay Freelance Attorney for work done up to the point of termination.

13. Return of Data and Files. Upon termination or conclusion of services, Freelance Attorney agrees to return, or otherwise dispose in a safe fashion as directed by Law Firm, all privileged information which has been used by Freelance Attorney in the course of this Agreement.

14. Miscellaneous Provisions. During the performance of this agreement, the following additional provisions may apply:

a. Freelance Attorney may review files at the office of Law Firm, using space and equipment provided by Law Firm.

b. Freelance Attorney agrees to be bound by any Protective Orders, and sign such Acknowledgments as are required of all custodians of protected materials involved in the legal matter being handled, thus subjecting Freelance Attorney to jurisdiction of the Trial Court or Reviewing Authority.

c. During the performance of this contract, both parties agree that any changes in circumstance which require disclosure under conflicts of interest rules or other disciplinary rules shall be disclosed to the other party.

SIGNED AND AGREED [on][to be effective on] the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
[Freelance Attorney identification]

\_\_\_\_\_  
[Hiring Law Firm Identification]

## ENGAGEMENT LETTER: LIMITED SCOPE RETAINER AGREEMENT

This Agreement is made between the Attorney and Client named at the end of this agreement.

1. **Nature of Agreement.** This Agreement describes the relationship between the Attorney and Client. Specifically, this Agreement defines:
    - a. The general nature of the Client's case;
    - b. The responsibilities and control that the Client agrees to retain over the case;
    - c. The services that the Client seeks from the Attorney in his/her capacity as attorney at law;
    - d. The limits of the Attorney's responsibilities;
    - e. Methods to resolve disputes between Attorney and Client; and
    - f. The method of payment by Client for services rendered by the Attorney.
  2. **Nature of Case.** The Client is requesting services from the Attorney in the following matter:
- 

3. **Client Responsibilities and Control.** The Client intends to handle his/her own case and understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. The Client will:
  - a. Cooperate with the Attorney or Attorney's office by complying with all reasonable requests for information in
  - b. connection with the matter for which the Client is requesting services;
  - c. Keep the Attorney or Attorney's office advised of the Client's concerns and any information that is pertinent to the Client's case;
  - d. Provide the Attorney with copies of all correspondence to and from the Client relevant to the case; and
  - e. Keep all documents related to the case in a file for review by the Attorney.

4. **Services Sought by Client.** The Client seeks the following services from the Attorney (please indicate services sought with check mark):
  - ☐ a. Legal advice: office visits, telephone calls, fax, mail, electronic mail.
  - ☐ b. Advice about the availability of alternative means to resolve the dispute, including mediation and arbitration.
  - ☐ c. Evaluation of the Client's self-diagnosis of the case and advice about the Client's legal rights.
  - ☐ d. Guidance and procedural information for filing or serving documents.
  - ☐ e. Review of correspondence and court documents.
  - ☐ f. Preparation of documents and/or suggestions concerning documents to be prepared.
  - ☐ g. Factual investigation, public record searches, in-depth interview of Client.
  - ☐ h. Legal research and analysis.
  - ☐ i. Referrals to other counsel, experts, or professionals.
  - ☐ j. Preventive planning and/or legal check-ups.
  - ☐ k. Counseling the Client about an appeal.
  - ☐ l. Planning for negotiations, including role playing with the Client.
  - ☐ m. Planning for court appearances to be made by Client, including role-playing with the Client.

*[Editor's note: LITIGATION: SERVICES UNDER THE FOLLOWING SECTIONS WILL LIKELY REQUIRE AN "ENTRY OF APPEARANCE" by Attorney]*

  - ☐ n. Assisting the client in limited appearances in court to handle discrete hearings.
  - ☐ o. Contacting third party witnesses during litigation

- \_\_\_ p. Handling discovery- interrogatories, depositions, and requests/replies re: document production
- \_\_\_ p. Backup and trouble-shooting during the trial.
- \_\_\_ q. Procedural help with an appeal and assisting with substantive legal argumentation in an appeal.
- \_\_\_ r.. Other:
- 

**5. Attorney's Responsibilities.** The Attorney shall exercise due professional care and observe strict confidentiality in providing the services identified by a checkmark in Paragraph 4 above. In providing those services, Attorney SHALL NOT:

- a. Represent, speak for, appear for, or sign papers on the Client's behalf unless required under Paragraph 4 above;
- b. Provide services listed in Paragraph 4 that are not identified by a checkmark; or
- c. Make decisions for the Client about any aspect of the case.

**6. Method and Payment for Services.**

- a. *Hourly fee.* The current hourly fee charged by the Attorney for services under this agreement is as follows: Senior Partner: \$\_\_\_\_\_
- Junior Partner: \$\_\_\_\_\_ Associate: \$\_\_\_\_\_

Unless a different fee arrangement is specified in clauses (b) or (c) of this Paragraph, the hourly fee shall be payable at the time of the service.

- b. *Payment from Retainer.* The Client shall have the option of setting up a pre-paid fee retainer by depositing funds in the Attorney's Client Trust Account. Services are then paid for from this retainer account as they occur. If a pre-paid fee retainer is established under this clause, the Attorney shall mail the Client a billing statement summarizing the type of services performed, the costs and expenses incurred, and the current balance in the retainer after the appropriate deductions have been made. Client [may] [shall] replenish the retainer or continue to draw the funds down as additional services are delivered. If the retainer becomes depleted, the Client must pay for additional services as provided in clauses (a) or (c) of this Paragraph.

- c. *Flat Rate Charges.* The Attorney has the option of agreeing to provide one or more of the services described in Paragraph 4 for a flat rate. Any such agreement shall be set out in writing, dated, signed by both Attorney and Client, and attached to this Agreement.

- d. *Attorneys' Fees.* Should it be necessary to institute any legal action for the enforcement of this Agreement, the prevailing party shall be entitled to receive from the other party all court costs and reasonable attorneys' fees incurred in that action.

**7. Resolving Disputes Between Client and Attorney.**

- a. *Notice and Negotiation.* If any dispute between Client and Attorney arises under this Agreement, both Attorney and Client agree to meet and confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings.

- b. *Mediation.* If the dispute is not resolved through negotiation, the Client and Attorney shall attempt, within fifteen (15) days of failed negotiations, to agree on a neutral mediator whose role will be to facilitate

further negotiations within fifteen (15) days. If Attorney and Client cannot agree on a neutral mediator, they shall request that the [local or state] bar association select a mediator. The mediation shall occur within fifteen (15) days after the mediator is select- ed. The Attorney and Client shall share the costs of mediation, provided that payment of the costs and any attorneys' fees may also be mediated.

*[ Editor's Note: I personally dislike these mandatory arbitration clauses although some bar associations require them. My personal experience is that arbitration is generally more (not LESS) expensive than litigation, therefore, I do not include an arbitration clause in a fee agreement of mine. But fee dispute committees are great options in many cities. My suggestion is that the attorney select the final option he/she wants instead:]*

*[ Court or attorney fee dispute committee option]*

c. **Final Resolution:** In the event the non-judicial methods in 7.a. or 7.b. are unsuccessful, either party may file an action in the appropriate court of [attorney's home county], or pursue resolution through the [local bar association's] attorney fee dispute committee or mechanism.

*[arbitration option]*

c. **Arbitration.** If mediation fails to produce a full settlement of the dispute satisfactory to both Client and Attorney, Client and Attorney agree to submit to binding arbitration under the rules of the [governing] bar association. This arbitration must take place within sixty (60) days of the failure of mediation. Costs and attorneys' fees for arbitration and prior mediation may be awarded to the prevailing party.

**8. Amendments and Additional Services.** This written Agreement governs the entire relationship between the Client and Attorney. All amendments shall be in writing and attached to this Agreement. If the Client wishes to obtain additional services from the Attorney as defined in Paragraph 4, a photocopy of Paragraph 4 that clearly denotes which extra ser- vices are to be provided must be signed and dated by both Attorney and Client and attached to this Agreement. Such a photocopy shall qualify as an amendment to this agreement.

**9. Statement of Client's Understanding.** I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

- ☐ I have accurately described the nature of my case in Paragraph 2.
- ☐ I will remain in control of my case and assume responsibility for my case as described in Paragraph 3.
- ☐ The services that I want the Attorney to perform in my case are identified by check marks in Paragraph 4. I take responsibility for all other aspects of my case.
- ☐ I accept the limitations on the Attorney's responsibilities identified in Paragraph 5.
- ☐ I shall pay the Attorney for services rendered as described in Paragraph 6.
- ☐ I will resolve any disputes I have with the Attorney under this Agreement in the manner described in Paragraph 7.
- ☐ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 8.
- ☐ I acknowledge that I have been advised by the Attorney that I have the right to consult another independent Attorney to review this Agreement and to advise me on my rights

as a Client before I sign this Agreement.

---

Client

[contact information]

---

Attorney

[contact information]

---

Date

*Note: This is a sample form only and is written for the general purposes of facilitating clear expectations and avoiding misunderstandings between an attorney and client. It is not intended as legal advice or opinion and will not provide absolute protection against a malpractice action.*

### **ATTORNEY FEE ARBITRATION CLAUSE (Sample)**

(All disputes under Federal Arbitration Act)

*[Typically, such arbitrations provisions, which require waiver of rights, should be **IN BOLD**]*

#### **DISPUTE RESOLUTION**

The parties shall each be responsible for initial payment of one-half of any arbitration fees, but upon final resolution the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. If the Client files an affidavit acceptable to the arbitrator or arbitration panel evidencing an inability to advance its one-half of the costs, the arbitrator or arbitration panel may require the Firm to pay such costs, subject to whatever reimbursement may be ordered. Any party shall be allowed to have the arbitration recorded and transcribed by a licensed court reporter at the requesting party's expense.

By agreeing to arbitration, the Client waives a public trial before a judge or jury, and the rights of appeal are limited. Arbitration is generally cheaper and faster than traditional courthouse litigation because of the reduced amount of pretrial discovery that is usually allowed and the relaxed rules of evidence that allow arbitrators to focus more on the substance of the case than the technical form of the evidence. However, arbitration can, at times, be as expensive as traditional courthouse litigation.

Any party unsuccessfully challenging the validity or enforceability of the mandatory, binding arbitration agreement above or unsuccessfully opposing the enforcement of the mandatory, binding arbitration agreement above shall be liable to the party seeking to enforce the mandatory, binding arbitration agreement above for all costs, expenses, and attorney's fees incurred in enforcing the mandatory, binding arbitration agreement above.

Without waiving the mandatory, binding arbitration agreement above, the Client, the Firm and the respective partners, officers, directors, employees, and agents of each agree that if the arbitration provision above is held to be invalid, inapplicable, or waived, so that the parties must litigate their disputes in court, all parties waive trial by jury and agree to a trial before a judge only, with the judgment from such trial being appealable just as any judgment from a bench trial in Texas.

Without waiving the mandatory, binding arbitration agreement above, the Client, the Firm, and the respective partners, officers, directors, employees, and agents of each agree that if any litigation is filed relating to. any disputes arising from or related to this Agreement; any legal representation rendered by the Firm and its partners, officers, directors, employees, and agents to the Client, whether pursuant to this Agreement or otherwise; and the conduct of the Firm and its partners, officers, directors, employees, and agents, whether pursuant to this Agreement or otherwise, the exclusive venue for such litigation shall be in the state or federal courts sitting in [County] County, [State], and any litigation filed in any other venue shall be dismissed upon the motion of any party. The party filing litigation outside of [County] County, [State], shall be liable to the party seeking to enforce this mandatory venue provision for all costs, expenses, and attorney's fees incurred in enforcing this mandatory venue provision.

The Client, the Firm, and the respective partners, officers, directors, employees, and agents of each agree that this Agreement; any legal representation rendered by the Firm and its partners, officers, directors, employees, and agents to the Client, whether pursuant to this Agreement or otherwise; and the conduct of the Firm and its partners, officers, directors, employees, and agents, whether pursuant to this Agreement or otherwise, shall be governed by and construed and enforced in accordance with the laws of the State of Texas with these exceptions: The Client, the Firm, and the respective partners, officers, directors, employees, and agents of each agree that the arbitration agreement herein shall be governed by the Federal Arbitration Act. The Client, the Firm, and the respective partners, officers, directors, employees, and agents of each agree that in any arbitration or litigation over this Agreement; any legal representation rendered by the Firm and its partners, officers, directors, employees, and agents to the Client, whether pursuant to this Agreement or otherwise; and the conduct of the Firm and its partners, officers, directors, employees, and agents, whether pursuant to this Agreement or otherwise, the prevailing party shall recover its reasonable attorneys' fees.

## FAMILY LAW RETAINER AGREEMENT – Large Firm

[Letterhead]

Dear \_\_\_\_\_,

You have requested our Firm to act as your Attorneys. We agree to represent you under the terms set forth in this Agreement. Please sign this Agreement and return it to the Firm, together with the Retainer. The Firm may, but shall have no obligation to, represent you until the Firm has received a signed copy of this Agreement and you have paid the Firm's Retainer.

The Firm agrees to represent you in connection with a \_\_\_\_\_ matter. If you want the Firm to represent you on any other case, you must make a separate agreement with the Firm and pay a separate Retainer. Anything that is filed after your final order is entered is a new case which will require a separate agreement with the Firm, and a separate Retainer, which includes but is not limited to an appeal, a motion for new trial, an enforcement etc. If an appeal, motion for new trial, or any filing is made after the final order, you agree to sign an order allowing the Firm to withdraw from the matter upon presentation of same, and you further agree that if you do not sign said order upon the Firm's request, that your signature on this contract is authority for the firm to withdraw from the matter as attorney of record.

We promise to provide you with legal services but make no representations, promises or guarantees as to the outcome of your case.

The Firm will keep you informed as to the progress of your case and will forward you copies of all significant correspondence, pleadings and other documents. If you have a question about your case, feel free to call the Attorney or Paralegal responsible for your case.

You agree to pay the Firm a Retainer of \$\_\_\_\_\_. This Retainer is not the cost of the case. The Retainer is paid to the Firm to secure its services, to compensate the Firm for assuming responsibility for your case and to ensure the

Firm's availability to represent you. Should you so choose, Retainers may be paid with Visa, Discover, MasterCard or American Express.

If the amount of your Retainer should fall below forty percent of its original amount at any time, you agree to pay an additional Retainer in an amount sufficient to replenish the Retainer to its original amount and to continue to do so until the case is concluded.

**Client's Initials:** \_\_\_\_\_

Any unused Retainer will be refunded to you upon the conclusion of your case. In the event your matter proceeds to mediation or trial, an additional Retainer to cover the costs and Attorney's fees for those proceedings may be required.

You agree to pay legal fees based upon the hourly rates of the Attorneys and Paralegals who have rendered legal services. The hourly rates will be those in effect at the time the services are rendered. [*Optional clause:* These rates may be adjusted annually but not sooner than one year after the commencement of this agreement.]

The hourly rate of each of the Firm's Attorneys and Paralegals as of the date of this Agreement that may render services in your matter is as follows:

#### MINIMUM HOURLY BILLING RATES

ATTORNEYS	RATE
Major B. Fair	\$750.00
Minor N. Just	\$575.00
Junior G. Partner	\$450.00
Senior J. Associate	\$400.00
Second T. Associate	\$375.00

#### SUPPORT STAFF:

ALL LAW CLERKS ARE BILLED AT \$130.00 PER HOUR.

BOARD CERTIFIED PARALEGALS ARE BILLED AT \$175.00 PER HOUR.

ALL OTHER PARALEGALS ARE BILLED AT \$155.00 PER HOUR.

ALL LITIGATION ASSISTANTS ARE BILLED AT \$125.00 PER HOUR.

ALL ADMINISTRATIVE CLERKS ARE BILLED AT \$65.00 PER HOUR.

The time expended on your matter will be computed on the basis of quarter-hour increments. If less than all of any quarter-hour increment is expended on your matter, you will be charged for the full quarter-hour increment. For example, if an Attorney should make a twenty-five minute telephone call on your case, you will be charged for two quarter-hour increments, even though only a fraction of the second increment was used.

Costs of court are normally assessed against one or more parties to a lawsuit, and in many cases Attorney's fees may be assessed. If court costs or Attorney's fees are assessed against you, you will be solely responsible for their payment. Conversely, if such costs or fees are awarded to you, amounts received pursuant to a court order will be credited to your account, subject to any amendment, alteration or reversal of the order. The award of costs or fees does not in any way affect your responsibility to the Firm to pay for Attorney's fees, costs and expenses incurred on your behalf.

It is impossible to anticipate in advance the amount of time that will be required to work on your case. You agree to pay for legal services based upon the time expended on your case, which may include, but is not limited to: conferences, legal research, analysis, drafting and preparation of documents, telephone conferences, emails, court appearances, investigative work and travel.

The Firm may incur costs and expenses in connection with your case, including, but not limited to, photocopying, postage, delivery charges, long distance telephone charges, travel expenses, filing fees, deposition costs, fees for investigative work and expert witness fees. You agree to reimburse the Firm for such expenses incurred in connection with your case, or, at the Firm's option, directly pay such expenses or pay such expenses up front.

You will be billed monthly, or more or less frequently at the Firm's option, for the time expended and expenses incurred.

Invoices are payable within seven days of receipt unless other arrangements are made in advance.

The Firm reserves the right to terminate this Agreement for any of the following reasons:

1. You fail to pay fees, costs, or expenses, as provided by this Agreement;
2. You fail to cooperate and comply fully with all reasonable requests of the Firm in reference to your case;
3. You use the Firm's services to perpetrate a crime or fraud, you persist in a course of action that we believe is criminal or fraudulent, or you insist on pursuing an objective that the Firm considers repugnant or imprudent or with which we fundamentally disagree;
4. You engage in conduct which renders it unreasonably difficult for the Firm to carry out the purposes of its employment; or
5. You fail to furnish any required additional Retainer within ten (10) days of request by the Firm.

#### DISPUTE RESOLUTION:

Any dispute concerning this agreement or any aspect of the Firm's representation of the Client, including but not limited to the determination of the scope or applicability of this agreement to arbitrate, the services provided by the Firm, and the charges or payment of any bill or invoice generated by the Firm, (whether sounding in contract or tort or statute), shall be resolved by binding arbitration pursuant to the Federal Arbitration Act by [*arbitration service, eg. Judicial Arbitration and Mediation Services, Inc. ("JAMS")*] in [*name of city*], [*state*]. Any such dispute shall be heard (to the full extent possible) within sixty (60) days of filing a demand for arbitration, and no discovery shall be permitted in connection with such arbitration hearing. In addition, the prevailing party in such arbitration shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such proceeding.

*[Caveat: in some jurisdictions, arbitration language requires additional treatment which may include making the language conspicuous by "**bolding**" or underlining; and advising the client to get independent advice on whether to execute an arbitration clause. Check your own practice rules – Ed.]*

☐ Yes ☐ No - Payment by third party:

Client understands that the fee is being paid by a third party. Payment by third party does not create an Attorney-Client relationship with the payor and the Attorney, and the Attorney will not discuss the case with the payor unless authorized by Client. Client further understands and agrees that representation is contingent upon payment of all outstanding fees, even if initially assumed by a third-party payor. Any portion of any Retainer or cost payment refunded by the Firm, shall be refunded to third party payor, unless third party payor expressly advises the Firm otherwise.

Please read this Agreement carefully. It sets forth all the terms of our Agreement. If it correctly reflects our understanding, date and countersign it in the place provided for your acceptance and return the Agreement to the Firm. You should also retain a copy for your files.

Very truly yours,

FAIR & JUST, P.C.

A Professional Corporation

By:\_\_\_\_\_

Minor N. Just, Attorney

AGREED AND ACCEPTED on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Client and Attorney.

\_\_\_\_\_  
CLIENT:

\_\_\_\_\_  
Third Party Payor:

ADDITIONAL NEW CLIENT INFORMATION FORM MUST BE RETURNED  
WITH FEE AGREEMENT

**Client File Return Addendum** *(Purpose: to advise client that not every breath you took and every conversation you had with anybody during the representation should be expected to be found in the Client's file.)*

**CLIENT FILE UPON CONCLUSION OF REPRESENTATION** -- In general documents, papers, and other information received from Client or otherwise received or generated in the course of representing Client are the property of Client. The firm will retain records relating to professional services, so long as to comply with professional guidelines. Attorney shall keep Client reasonably informed about the status of Client's matter and promptly comply with reasonable requests for information concerning Client's representation. Upon termination, withdrawal, or conclusion of representation, Client has a right to request the Client's file; which may be picked up by Client, or delivered to Client or Client's newly designated legal representative.

Client File Contents: "Client's file" generally consists of paper documents created, received, generated or maintained in the course of representation and/or electronic communications that were actually stored during the course of representation. . However, Attorney does not warrant that each and every communication with Client, or persons related to Client's matter will be documented; or that notes concerning the Attorney's thought processes, direct non-electronic communications, strategy decisions, notes or writings evidencing mental processes in the course of representation of Client will be noted, recorded, or documented in Client's file.

Digital Formats and Reservations from Disclosure: Client acknowledges Attorney may provide such portions of Client's file to a former client in any format reasonably accessible to the ordinary client (included digital formats). Attorney may provide the file as maintained or convert (at Attorney's expense) some or all of it to paper or to a reasonably accessible electronic format for delivery to Client. Provided, however, Client is advised that Attorney may refuse to disclose to Client certain law-firm information or documents:

- when doing so would violate a duty owed to a third person or risk causing serious harm to the client; or
- when disclosure is prohibited by a court order; or
- when information is reasonably intended only for internal review so long as doing so will not prejudice Client in the subject matter of the representation.