

**ONLINE CRIMINAL FEE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2006, between \_\_\_\_\_, hereinafter called the "Client", and Dwane M. Cates, hereinafter called the "Attorney", to wit:

WHEREAS, Client desires to retain Attorney to represent Client in certain legal matters, namely:       **Criminal Matter**

NOW THEREFORE, IT IS AGREED between Client and Attorney as follows:

1. For professional services rendered in Client's case pre-trial, the Attorney's fee will be \_\_\_\_\_, plus costs . Such costs may include, but are not limited to, filing and recording fees, service of process, publication, photocopying, telephone charges, court reporter expenses, and travel costs, as well as the expenses associated with the employment of outside consultants, appraisers, expert witnesses, or other persons necessary to the Client's case. **THIS FEE IS FOR REPRESENTATION THROUGH THE PRE-TRIAL STAGE ONLY. IF THE CASE IS SET TO TRIAL AN ADDITIONAL \$ \_\_\_\_\_ (contact attorney amount varies depending on case) per trial day will be required depending upon the complexity of the case.**
  
2. Client will be required to remit a retainer, in the amount of \$ \_\_\_\_\_ prior to initiation of professional services by the Attorney. All criminal retainers are **non refundable** and deemed earned when received and will not be held in Trust. A Statement for Professional Services and Costs ("Billing Statement") will be submitted to the Client and payment on the billing statement will be due fifteen (15) days after mailing. Interest, at an interest rate of one and one-half (1 ½%) percent per month, will be charged on a monthly basis on any balance remaining unpaid thirty (30) days from the mailing date of the billing statement. **If this matter is set for trial an ADDITIONAL \$ \_\_\_\_\_ (contact attorney amount varies depending on case) per trial day will be required depending upon the complexity of the case. Client agrees to deposit 50% of trial fee with counsel when trial is set. The second 50% is due 45 days prior to trial. The trial retainer will become non refundable 20 days prior to trial.**

3. Additionally, Client agrees and acknowledges that the Attorney may cease any further work on Client's case if payment has not been made as required on by this agreement in a timely manner. If payment of charges contained within the billing statement has not been made, or untimely payment of billing statements continues for a period of time, Client agrees and acknowledges that the Attorney will be allowed to withdraw and terminate further representation of the Client. If this occurs some portion of the engagement fee may be refundable under certain circumstances.
4. Client may determine at some later date that the Client does not wish to continue with the case or with Attorney's representation. Similarly, the Attorney may discover conflicts which bar the Attorney from further participation in Client's case. In either case, Client agrees and acknowledges that the Attorney will be allowed to withdraw and terminate further representation of the Client. If this occurs some portion of the engagement fee may be refundable under certain circumstances.
5. Client is entitled to all professional services required in resolving Client's case, but these services do not include any appeal of any order or judgment to a higher court, nor any other professional services not specifically set forth herein.

IN WITNESS THEREOF, we, as Client and Attorney, have signed our names

this \_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
**Client agrees to the above terms and has indicated so by paying the retainer on line and/or by e-mailing/faxing the attorney agreeing that they have read this fee agreement and assent to its terms. Further, client agrees to sign this agreement and to either fax or mail a copy to attorney within 10 days of signing.**

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Dwane M. Cates, Esq.