

## FEE AGREEMENT

THIS AGREEMENT made this day of \_\_\_\_\_, 2006, between \_\_\_\_\_, hereinafter called the "Client," and Cates, Hanson, Sargeant & Rakestraw, PLC, hereinafter called the "Attorney," to wit:

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

**Matter description** \_\_\_\_\_

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

1. For professional services rendered in Client's case, the Attorney's fee will be based on a decimal time charge of two hundred fifty dollars (\$250.00) per hour, 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, interpreters or other persons necessary to the Client's case. Please review your billing statement carefully, if client wishes to dispute any charges such dispute must be made in writing and received in this office no later than 30 days from the statement date in order to be considered.
2. Client will be required to remit \$ \_\_\_\_\_ prior to initiation of professional services by the Attorney. This amount represents an engagement fee and is non refundable. All monies are deemed earned when received and will not be held in trust. Client, however, will be given credit for all monies paid against all monies billed to Client's account. A Statement for Professional Services and Costs ("Billing Statement") will be submitted to the Client on a monthly basis, and payment of any balance due and owing 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. Further, if any fees and/or costs due Attorney under this contract become past due, Client will be held liable for any and all reasonable collection costs, including attorney fees and costs. The Attorney reserves the right to submit any delinquent accounts to a collection agency that reports delinquent accounts to the major credit reporting agencies. Further, **if your account becomes delinquent and payment is not timely made the attorney will be allowed to withdraw from your case.**

**Client acknowledges that the monies paid in this matter is not payment in full for the completion of this matter, these monies are a "classic retainer" and deemed earned when received and are non refundable. Client further acknowledges that it may become necessary to make another deposit in order to complete Client's case. In domestic relations cases, the attorney may ask the court to enter judgment for fees in the firms name pursuant to 25-324.**

3. Additionally, Client agrees and acknowledges that the Attorney may cease any further work on Client's case if payment on a billing statement has not been made in a timely manner. If payment of charges contained within the billing statement have 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. Further, client acknowledges that Attorney may withdraw for any other reason allowed by the Ethical Rules. 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. If this occurs, some portion of the engagement fee may be refundable under certain circumstances. 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.
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.
6. **FREE INITIAL CONSULTATION POLICY.** As advertised, each client gets a free initial consultation which is designed to allow the client to interview the attorney to determine if they would like to retain the services of this law firm. If the client chooses not to retain this law firm there will be no charge for the consultation. If you have discussed your case with one of the attorneys in this firm on the telephone or in person, this may count as your initial consultation.

**If the Client retains this law firm, the free consultation ends and the Client will be charged and billed for, among other things, the time spent during the initial consultation gathering information, reviewing documents, phone calls, or other work performed on Client's case. Additionally, there is a one-time \$50.00 charge for file preparation, normal postage, small copy jobs and set-up which will be incurred immediately upon retaining the law firm for representation in this matter.**

IN WITNESS THEREOF, we, as Client and Attorney, have signed our names this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Attorney