

## Sample Hawaii Attorney/Client Retainer Agreement

You \_\_\_\_\_, agree to retain Sarah Doe, P.L.L.C., to be your law firm and represent you in a legal action involving \_\_\_\_\_, and you agree to the following terms:

The attorney's fee is based upon the amount of time devoted to your case. It is impossible to determine in advance how much time will be needed. In addition to Sarah Doe, it may be necessary for other professionals to work on your case. I will use my best judgment to determine the most economical use of my time and the time of any staff. You will be billed for all time spent on your case including conferences, telephone calls, electronic communication, pretrial discovery, trial preparation, document drafting, correspondence and pleadings, negotiations, legal research, court time, travel to and from locations away from my office and for any other services necessary in your representation. TIME IS BILLED IN TENTHS OF AN HOUR; that is, the minimum amount of time you are billed for any activity on your case is one-tenth (1/10) of an hour.

Any figures I quote you for the total cost of my services are merely estimates. Your adversary, the opposing attorney, the court or others may engage in activities beyond my control that require time that was not originally contemplated. You will receive an itemized hourly bill; I normally bill once each month unless there is very little activity on your case. If my billing does not exceed the amount you have deposited into escrow, then you will receive a statement showing how much time I have spent, how much money has been drawn from escrow, and how much money remains in escrow. In the event that the balance reflected on the fee statement remains unpaid thirty (30) days after the receipt of the invoice, an interest rate of one percent (1%) per month shall be applied to any outstanding balance.

Your cooperation is very important. You must inform me immediately of any change of address, telephone number, employment, or circumstances. Full disclosure of all facts is essential to enable me to represent you properly. You must promptly fill out and return all papers I ask you to. If you do not, I have the right to withdraw from your case. You promise to read everything I send you, and to check my website, [www.robertson.ms](http://www.robertson.ms) on a periodic basis and to ask questions if you do not understand something.

You agree to pay attorney's fees as follows:

1. I do not represent clients on a fixed-fee basis. I charge \$175.00 per hour for all legal work. If it becomes necessary in my opinion to consult with another attorney in my office, then their time will also be billed at \$175.00 per hour for work done on your case. If it becomes necessary to hire outside counsel, you must make your own arrangements with that attorney and I am not responsible for his or her fee, nor will he or she have a claim to any money held by me in escrow. If any paralegals perform work on your case, you will be charged a rate of \$100.00 per hour for their work.

2. YOU UNDERSTAND THAT I WILL NOT BEGIN WORKING ON YOUR CASE UNTIL BOTH RETAINERS ARE PAID IN FULL.

3. YOU AGREE TO PAY A NONREFUNDABLE RETAINER FEE of \$\_\_\_\_\_.00 This sum is considered by you and me to be earned upon receipt, but it will be credited to periodic billings. In other words, with payment of this sum, you have purchased a certain amount of my time, which I warrant I am ready, willing, and able to expend on your case. If you decide to seek other legal representation, no amount of this sum will be returned to you; if I decide to withdraw from representing you, then whatever amount has not been applied to time spent will be returned to you.

4. YOU AGREE TO PAY A REFUNDABLE FEE TO BE HELD IN TRUST of \$\_\_\_\_\_.00. This sum will be deposited into my escrow account and held until it has either been earned by me (at which time a draw for fees will be made against this amount) or returned to you as unearned attorney's fees. If your monthly statement shows that all of the money paid into escrow has been used to pay for the time I have spent on your case, I have the option of requiring that more money be placed into escrow to secure my fee. If you pay your monthly statement in full, depositing additional money into escrow probably will not be necessary.

5. Document and data storage is included in my hourly rate. However, if your case becomes inactive for over six months and you and I do not make other arrangements, I will charge \$100.00 per month against any funds remaining in your escrow accounts for document and data storage.

6. You agree to pay all costs of your case, including court costs and expenses such as service-of-process fees, depositions, appraisals, witness or consultant fees for accountants, counselors, and other experts. By this agreement, you are appointing me to make decisions about retaining experts that I deem to be in your best interest. I will not retain any expert without talking to you about it first, as you are responsible to directly pay any expert that I deem necessary to further your legal interest. You shall indemnify and hold me harmless for any liability for any retained outside professional.

7. You agree that I have made no guarantee regarding the outcome of any part of your case. I have or will give you my opinion as to your chances of success based on my knowledge and experience, but there are no guarantees as to how your case will turn out.

8. At my discretion, I have the right to withdraw from your case if you have misrepresented or failed to disclose material facts to me, if you fail to follow my advice, if you fail to pay my fees in a timely manner or for any other reason. Likewise, you may discharge me at any time for any reason. You will be required to pay for the time expended to turn over the file(s) and other information to you or substitute counsel and for the time and costs if I must proceed to court to obtain permission to withdraw. In any of these events, you will execute such necessary documents as will permit me to withdraw.

9. The court may order your adversary to pay part or all of your attorney's fees and costs. Such awards are totally unpredictable. You will remain totally responsible for payment of all fees and costs. Any amount received from a third party as the result of a court order will be credited to your account or refunded to you if I have already been paid in full.

10. Should you receive any cash property settlements as part of your case, you agree to have this money deposited into my trust account and you give me the authority to pay any balance due me out of this money before transferring the balance to you.

11. I will have a lien on all of your documents, property, or money in my possession for the payment of all sums due me from you under the terms of this agreement. In addition, I am entitled to a charging lien ensuring that, if I elect, payment to me will come from any money you receive as part of the settlement of the issues in your case.

12. Should I have to bring suit or otherwise spend time trying to collect the amounts due me under this agreement, you will also be responsible for court costs and reasonable attorney's fees, including payment of my normal hourly rates if I represent myself.

13. No settlement will be made in your case without your approval.

14. If you call me at home, I will charge you double my hourly rate per call, unless, in my opinion, it is an emergency.

15. You understand that I do not do tax work nor give tax advice, but that I may, if necessary, ask another professional for tax advice, for which you will be billed.

16. You are, by signing below, agreeing that you have read this contract and understand it fully. \_\_\_\_\_

THIS IS A LEGALLY BINDING CONTRACT UNDER THE LAWS OF THE STATE OF HAWAII. YOU HAVE THE RIGHT TO SEEK INDEPENDENT COUNSEL FROM ANOTHER ATTORNEY BEFORE SIGNING IT.

\_\_\_\_\_(date)\_\_\_\_\_  
CLIENT'S SIGNATURE

\_\_\_\_\_(date)\_\_\_\_\_  
GUARANTOR, if any

\_\_\_\_\_(date)\_\_\_\_\_  
Sarah Doe, Attorney at Law