

Fee Agreement and Authority to Represent (Flat Fee)

I, _____, the undersigned client (hereinafter referred to as "I," "me" or the "Client"), do hereby retain and employ _____ and his law firm (hereinafter referred to as "Attorney"), as my Attorney to represent me in connection with the following matter:

The firm will provide all services necessary to the representation of the above matter, including court appearances, investigation, pretrial discovery, negotiations with opposing counsel and trial on the merits, if necessary. I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the entire fee of Attorney and such other attorneys shall be limited as set forth hereinbelow.

1. **ATTORNEY'S FEES.** As compensation for legal services, I agree to pay my Attorney as follows:

Flat Fee

I understand that the flat fee for these legal services is \$ _____, which amount is due and payable before _____. The fee reflects not simply the number of hours which individual lawyers may devote to my representation, but also the experience, reputation, skill and efficiency of the attorneys, as well as the potential inability of the firm to accept other employment during the pendency of the representation. I understand that if all of the flat fee is not received by _____, then this agreement is null and void. This agreement pertains to the representation through trial only. Any writ, appeal, new trial motion or any other kind of post-trial relief must be the subject of a new written fee agreement.

2. **COSTS AND EXPENSES.** In addition to paying Attorney's fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree to promptly reimburse Attorney. If an advance deposit is being held by the Attorney, I agree to promptly reimburse the Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following: long distance telephone charges, photocopying (____ per page), postage, facsimile costs, Federal Express or other delivery charges, deposition fees, expert fees, subpoena costs, court costs, sheriff's and service fees, travel expenses and investigation fees.

Advance required ___ Yes ___ No

I agree to advance \$ ____ for costs and expenses, which amount shall be deposited in Attorney's trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney.

3. **NO GUARANTEE.** I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is

risky, can take a long time, can be very costly and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct.

[Optional]

[4. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or disagreement concerning this agreement, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program.]

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the "Alternative Dispute Resolution" provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law; and you are giving up your right to have the dispute decided in a court or jury trial. By initialing in the space below, you are also giving up your rights to discovery and appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the "Alternative Dispute Resolution" provision.

Client's Initials _____

Attorney's Initials _____

5. **ADDITIONAL TERMS.** Attorney and Client agree to the following additional terms:

6. **ENTIRE AGREEMENT.** I have read this agreement in its entirety and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

This agreement is executed by me, the undersigned Client, on this ___ day of _____, 20__.

CLIENT _____

The foregoing agreement is hereby accepted on this ___ day of _____, 20__.

ATTORNEY _____