

MASSACHUSETTS BAR ASSOCIATION
20 WEST STREET, BOSTON, MA 02111-1218 (617) 338-0552

MODEL FEE AGREEMENT
DOMESTIC RELATIONS - HOURLY FEE

I, _____ of _____
the "Client," hereby agree to retain _____
the "Attorney/Firm," in connection with the domestic relations matter as follows: _____

1. The Attorney has received \$ _____ as a payment on account. Because of this partial payment, the Attorney agrees to provide legal services in connection with the above domestic relations matter and to keep the Client fully informed of all significant developments, and to send copies of relevant documents necessary to achieve that purpose. The payment received shall be applied against both the bills for the legal services performed for the Client, and the costs and disbursements as described below. This payment represents only an estimated partial payment of the attorneys' fees you will have to pay.

2. The legal services performed shall be charged at the rate of \$ _____ per hour for the Attorney. It is understood and agreed that the Attorney may employ associates, _____, and paralegals _____, to assist in the case. If so, their services will be charged at the rate of \$ _____ per hour for associates, and \$ _____ per hour for paralegals.

3. The Client agrees to pay for costs incurred and out-of-pocket disbursements made by the Attorney, including, but not limited to, filing fees, witness fees, travel, sheriff's and constable's fees, expenses of depositions, investigative expenses, expert witness fees, charges for photocopies and telephone, and other incidental expenses. The Attorney/Firm agrees to obtain the Client's approval before incurring any single cost or disbursement in excess of \$ _____ and incurring total costs in excess of \$ _____.

4. The time charges include but are not limited to court appearances, including waiting time, travel to and from court, telephone conferences, telephone calls to and from the Client, office conferences, legal research, depositions, review of file materials and documents sent or received, drafting of pleadings, correspondence and memoranda, preparation for trials, hearings and conferences. All time charges, including telephone calls will be billed at a minimum of _____ / 10th (s) of an hour.

5. Interim billings may be submitted to the Client from time to time if time charges exceed the initial payment on account. All interim billings shall be due and payable upon receipt unless otherwise stated. Failure to pay interim billings promptly will permit the Attorney after notice to the Client to terminate the representation of the Client subject to applicable rules of the court. At any time, the Client may request a report from the Attorney, or bill, for a current status of the legal fees and costs incurred.

6. In the event the Client shall discharge the Attorney, or in the event the Attorney determines to terminate the representation of the Client, the Attorney shall be paid for all work performed up to the point of termination of services, and this payment shall include all services which have been completed, as well as reimbursement of costs expended up to the time of termination of the Attorney/Client relationship.

7. The Client agrees that the final bill submitted by the Attorney for legal fees and costs will be due and payable at the conclusion of this matter, or at the termination of the Attorney/Client relationship.

8. In the event that, either on the completion of the within matter or the termination of the Attorney's representation of the Client, the total cost of the legal services performed by the Attorney shall be less than the amount paid on account by the Client, the balance shall be refunded to the Client by the Attorney.

9. The parties understand that in some cases the court may award legal fees to one party and order the other party to pay the amount awarded. Any award of legal fees is solely in the discretion of the court and cannot be relied upon with certainty. In other cases, if there is a settlement agreed to by both parties thereby avoiding a contested trial, the settlement agreement may provide that one of the parties contribute to the other party's legal expenses. It is very difficult to predict whether either of the above situations will occur. In the event, however, that the court should award payment of fees by the other party and/or that there is some agreement as to payment of fees by the other party, and that such funds are obtained and received for the benefit of the Client, then the amount of funds so received will be credited against the Attorney's final bill to the Client. However, in the event any such agreements are reached or awards entered by the court for payment of the Client's legal fees and/or expenses, but Client's spouse defaults in all or any portions of said payments, then it shall remain the responsibility of the Client under the terms of this agreement for payment in full of legal fees to the Attorney. Should the Client decide to attempt to recover such monies from the spouse as a result of such default, the Client shall be responsible for any work and expenses incurred by the Attorney in regard to this attempted recovery. Alternatively, a court may order, or a settlement may provide that, in addition to our fees, you may be responsible for all or a portion of the legal fees of the other party.

10. The Attorney and Client state that no results have been guaranteed by the Attorney to the Client and that this Agreement is not based upon any such promises or anticipated results.

11. If the Client fails to pay any bill within 60 days of receipt, (simple/compound) interest will be paid at the rate of _____% per (year/month).

12. If the Client and Attorney are unable to resolve their differences on the question of any fee, and or expenses, they hereby agree to make a good faith effort at resolving their disputes. If the dispute cannot be resolved, the Client and Attorney agree to place the matter before the Legal Fee Arbitration Board of the Massachusetts Bar Association, or some other fee dispute resolution body, and agree to be bound by the decision of the arbitrator(s).

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION, APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN PARAGRAPH ONE IS PAID IN FULL.

We, the Client and the Attorney/Firm, have read the above Fee Agreement on this _____ day of _____, 20____ and understand its terms and both have signed it as our free act and deed.

Client

Attorney/Firm

The Client acknowledges receipt of a copy of this agreement.

Client

Date

THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.