

**NEW HAMPSHIRE
HOURLY FEE AGREEMENT**

I, _____, of _____, the "Client,"
hereby agree to retain _____ of _____
_____, the "Attorney/Firm," in connection with:

_____.

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 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.
2. Time charges for the services will be billed at the following hourly rates:
 - (a) Partners' rates \$_____ to \$_____ per hour.
 - (b) Associates' rates \$_____ to \$_____ per hour.
 - (c) Paralegals' rates \$_____ to \$_____ per hour.
3. If at completion or upon termination of the legal services, the total of the bills for the services performed is less than the amount of the payment on account, the balance will be refunded to the Client.
4. In the event that a 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.

5. Interim billing may be made in the event the charges exceed the initial payment on account. All interim bills are due and payable upon receipt. Failure to pay interim bills promptly will permit the Attorney/Firm, after notice to the Client, to terminate representation of the Client as permitted by applicable rules and law.
6. 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 (all telephone calls are billed at a minimum of _____/10th(s) of an hour), office conferences, legal research, depositions, review of file materials and documents sent or received, drafting of pleadings, correspondence and memoranda, and preparation for trials, hearings, and conferences.
7. 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 fees, expenses of depositions, investigative expenses, expert witness fees, charges for photocopies at the rate of _____, faxes at the rate of _____, mileage at the rate of _____, and telephone 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 \$_____.
8. The Attorney and Client state that no results have been guaranteed by the Attorney/Firm to the Client and that this agreement is not based upon any such promises or anticipated results.
9. Other terms: _____

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 1 IS PAID IN FULL.

We, the Client and the Attorney/Firm, have read this Fee Agreement and agree to its terms and have signed it as our free act and deed on this _____ day of _____, 2000____.

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.