

## LITIGATION- AGREEMENT TO PROVIDE LEGAL SERVICES -

THIS AGREEMENT, dated \_\_\_\_\_, is made between the Client, referred to as "You", and the SARAH SMITH & ASSOCIATES, PC, principally located at 123 Anywhere Street, Edison, NJ 08817, referred to as the "Law Firm".

1. Legal Services To Be Provided. You agree that the Law Firm will represent you in connection with your dispute with \_\_\_\_\_. The legal work includes research, correspondence, preparation and drafting of pleadings and other legal documents, conferences in person and by telephone with you and with others, dictating and reviewing letters, negotiations, and any other related work or service to properly represent you in this matter.

2. Other Legal Services. You and the Law Firm may make additional agreements to provide for legal services not covered by the Agreement. Without such agreements, the Law Firm is not required to do any of the following:

(a) Provide any legal services after the judgment of the trial court; (b) Appeal any decisions of the trial court; (c) Enforce any judgment or order of the trial court; (d) Represent you in any other court or Tribunal

3. Legal Fees. The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the time spent on your case and the amount of other expenses.

A. Initial Payment. The Law Firm will continue work on your case upon receipt of a retainer in the amount of \$\_\_\_\_\_.00. This sum will be used to pay your fees according to this Agreement. We will not serve engage in depositions \$2,000.00 is received. In addition, when the portion of the Initial Retainer remaining unbilled falls below \$500.00, a subsequent retainer of at least \$1,000.00 will be required; with further retainer payments being required on the same basis.

We require a credit card number to be used as security. You permit bills to be submitted to you credit card company. Credit card number: \_\_\_\_\_ Credit card company:

\_\_\_\_\_

B. Hourly Rate. In addition, you agree to pay the Law Firm at the following rate for all legal services provided on your behalf:

Rate Per Hour

\$250.00 out of court \$275.00 in Court or out of office time

C. All Services Will Be Billed. You will be billed at the rate set forth in paragraph 3B for all services on a monthly basis. All bills will be paid by you in full by the 15th day of the month.

4. Costs And Experts. In addition to legal fees, you must pay the following costs and expenses; experts' fees, court costs, investigators' fees, deposition costs, messenger services, parking, telephone toll calls, and photocopying, and any other necessary expenses in this matter. The Law Firm may require that experts be retained directly by you. You would then be solely responsible to pay the experts. The experts usually require they be paid up front.

5. Bills. The Law Firm will send you itemized bills on a monthly basis. The Law Firm may require that costs and expenses (see Paragraph 4) be paid in advance. All other bills for costs and legal expenses are due upon receipt. In the event any bills are not paid within ten (10) days, the Law Firm shall have the right to withdraw from representing you. Our minimum billing unit is 1/4 hour. This practice is necessary to adequately compensate for time expended in addition to brief contacts (such as telephone calls) which includes reviewing documents and preparing notes and the mandatory file memoranda resulting from such brief contacts. We reserve the right to charge interest on overdue legal fees and bills at the greater of 1.5% per month (eighteen (18%) per annum) or the highest rate allowed by law. The Retainer Fee is deposited into the business

account. When the monthly bill is sent out, the monthly fee will be deducted from your retainer amount if you have a balance. If bills remain unpaid and collection efforts required, the firm will be entitled to collect an amount equal to the amount due, all court costs, plus 20% of the outstanding amount as a collection fee, pursuant to the case of First Morris Bank v Roland Offset Services \_\_ NJ Super. \_\_ (App. Div 2003 January 22, 2003). As set forth by the Court decision of Hrycak v Kiernan, a reasonable attorney fee shall be paid if collection, fee arbitration or proceedings to enforce fee arbitration are instituted.

6. Your Responsibility. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may ask the court for permission to withdraw from representing you. The Law Firm will also withdraw at your request. -You must bring all your original papers connected to your case whenever you come to the law office, to court, deposition or other appearance where both you and your attorney will be present. You must notify the law office immediately if your address or phone numbers change. -You must call the law office 24 hours prior to any court appearances or depositions to confirm they have not been adjourned. - If possible, when you call the office and Ms. Smith is not in to take the call, leave your questions with the receptionist.

7. No Guarantee. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

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