

LEGAL REPRESENTATION AGREEMENT

("Client"), hereby retains _____ ("FIRM") to pursue the claim or case and/or to handle legal affairs pertaining to _____

A. Attorney Fee (Hourly). Attorney's fees and conditions for these professional services will be: \$_____ per hour; \$_____ attorney's fees shall be paid in advance and attorney time shall be billed against that amount; thereafter, the balance shall be paid in full, as billed monthly. All costs shall be paid in advance. Additional advanced legal fees will be required if the initial amount is depleted and/or the matter is not ultimately resolved by settlement, but proceeds to contested litigation. Other terms/conditions: _____

1. FIRM agrees to perform on behalf of Client all services deemed by Firm to be advisable and appropriate. All time spent by FIRM on the case will be billed, whether same is for court appearances, document preparation, correspondence, telephone calls, travel, or for any other purpose, so long as reasonable and necessary to the case.
2. It may be possible to reduce the amount of attorney time required by delegating some tasks to a paralegal whose time is billed at \$_____ per hour.
3. Client hereby acknowledges that the retainer or advanced fees are only a deposit to be applied toward the earned fee. Client understands that this deposit may be less than, the same as, or more than the earned fee, costs and expenses.
4. Client hereby acknowledges that any expressions or estimates by FIRM as to costs, fees, or duration relative to the above proceedings are merely opinions and not intended to be binding representations of facts or guarantees as it is impossible to predict what the other side may do, which may create additional legal work.
5. Client acknowledges that no particular result or amount of compensation can be guaranteed or promised by FIRM.

B. Client Communication. FIRM promises to make every effort to keep the Client informed of the status of the case by copying Client on significant documents and correspondence relating to the case which are received or sent.

1. FIRM strives to return telephone calls within 48 hours or have staff relay messages in response, and as soon as possible in emergency situations.
2. The Client agrees to furnish any and all evidence and information required by FIRM in the pursuit of this case.
3. The Client is encouraged to call if she/he obtains new information about the case or has questions or concerns, but Client should accumulate questions before calling in order to keep time billed to a minimum.
4. Please leave messages in detail with the law office staff who are trained to act in a confidential and discreet manner. This will enable firm to expedite all matters on your behalf.

C. Costs. In addition to attorney's fees, most cases require other costs to be paid, including court filing fees, service of process by a sheriff or private process server, court reporter's charges, transcript costs, costs for health care provider reports, fees for experts, long distance telephone calls, photocopies, faxes, etc. Ethical rules forbid attorneys from "financing lawsuits", therefore, the Client is responsible for all out-of-pocket costs.

1. If FIRM temporarily advance costs, the Client agrees to reimburse FIRM promptly when requested to do so or when billed.

D. Settlement. While Client authorizes FIRM to negotiate a compromise and settlement of any claim or suit, no settlement shall be binding without Client's consent.

E. Costs of Collection. FIRM reserves the right to charge, and Client agrees to pay, eighteen percent (18%) interest on any amounts owed, whether for legal fees or costs which are due for more than thirty (30) days. In the event FIRM is required to instigate litigation to collect costs or legal fees owed, Client agrees to pay all reasonable and relevant costs of collection.

1. Collection costs may include (without limitation) investigation fees, court costs, postage, photocopies and faxes, as well as attorney's fees of thirty-three and one-third percent (33 1/3%) of the amount due and owing or \$300.00, whichever is greater.

F. Attorney's Lien. FIRM shall have an attorney's lien on any cause of action, judgment, award, funds, or assets of Client for any fee owed, as well as any cost and expenses advanced or reasonably incurred.

1. Client authorizes FIRM to retain the amount of any fee owed, cost and expenses from gross proceeds received by way of settlement, judgment or otherwise. A service fee of \$35.00 shall be charged for each returned check.

G. Original Document. Client should make sure that any document given to FIRM is a copy of an original document and not the original itself. If Client gives FIRM a copy of any document, Client should make sure that it is not the only copy, but that Client keep a copy for his own records. If for any reason FIRM requires an original document or physical evidence of any type during the course of representation, FIRM will return that document or physical evidence to Client as soon as possible after its use.

H. Destruction of File. Client understands and agrees that at the end of legal representation by FIRM Client's file will be destroyed.

1. Prior to destroying Client's file, FIRM will notify Client of its intent to destroy the file to give Client the opportunity to retrieve copies of any document that for some reason Client may have lost or misplaced.
2. FIRM shall send such notice to the last known address in Client's file.
3. Client agrees to keep FIRM informed of any address and telephone changes at any time during FIRM's representation.

I. Termination of Services. If, during the course of FIRM's representation, Client becomes dissatisfied with FIRM's services or has questions about billing (bills will be mailed to client on a monthly basis), Client should call FIRM or make an appointment to discuss the concerns.

1. Appointments to discuss FIRM's performance or billing will not be charged to Client.
2. It is expressly understood and agreed that Client may retain other counsel at any time.
3. It is also expressly understood and agreed that FIRM may withdraw from the case at any time, with proper notice.

DATED: This ___ day of _____, 20__.

Client

Rita Firm, Esquire

Spouse/Parent/Other