

## Legal Services Agreement

\_\_\_\_\_ ("Client") and \_\_\_\_\_ ("Attorney") hereby enter into this agreement regarding the retention of Attorney by Client to provide legal advice and services:

**A. Client:** The client is \_\_\_\_\_. To the extent ethically permissible, its officers, directors, employees, and agents should also be treated as clients, unless Client advises Attorney otherwise. In the event that Attorney cannot ethically represent individuals in addition to Client, Attorney shall advise Client of that fact immediately.

**B. Attorney:** The Attorney is \_\_\_\_\_, who is licensed to practice law in all jurisdictions relevant to this matter. If Attorney practices with others who may also provide services to Client, he or she understands that Client expects that Attorney will be responsible for managing the representation, assuring compliance of others with the terms of this agreement and ethical requirements, preparing and substantiating all bills, and communicating with Client. Attorney may not delegate or outsource this work without full written disclosure to and prior approval from the Client.

**C. Matter:** Attorney has been retained by Client in connection with: \_\_\_\_\_ [description of matter]. Attorney represents that he or she is competent and available to handle that matter. In the event that additional matters are assigned by Client to Attorney, this agreement shall apply to those matters as well.

1. Review of ethical obligations before initiating representation: Attorney has conducted a thorough investigation and determined that neither Attorney nor his or her firm has any ethical impediment, real or potential, to representing Client. (For conflict of interest purposes, "Client" shall include all existing and future affiliates of Client. To effectuate this provision, Attorney should keep apprised of all changes in Client's corporate family.) To the extent that any ethical impediment, real or potential, ever arises, Attorney shall immediately inform Client of the impediment (regardless of whether Attorney believes he or she has taken all steps necessary to avoid the impediment and regardless of whether Attorney believes that the impediment is insubstantial or questionable), make full disclosure of the situation to Client, obtain Client's consent to continue the later representation, and take all steps requested by Client to avoid or mitigate the impediment. In particular, for example, Attorney has informed Client of all past contact between Attorney and Client's competitors, opposing counsel, potential opposing parties, witnesses, and any relevant court or tribunal, regardless of whether that contact might be considered a conflict of interest. Attorney understands that, if a direct or indirect conflict of interest arises, Client may, in its discretion, obtain reimbursement from Attorney for all fees and expenses paid to Attorney in this matter, cancellation of all amounts allegedly owed by Client to Attorney, and reimbursement for consequential expenses incurred by Client, including the cost of replacement counsel, in addition to other relief as allowed by law.
2. Limitations to scope of representation: \_\_\_\_\_  
\_\_\_\_\_

[Include any limitations on scope of the representation, e.g., local counsel only, co-counsel, portion of case being handled in-house.]

3. Term of representation: This representation is effective \_\_\_\_\_ [Insert date--need not be date agreement is signed.] The representation shall continue until terminated by either party in accordance with ethical requirements.
  4. Client expectations and goals: \_\_\_\_\_
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**D. Attorney Fee (Hourly):** Attorney will be paid for his or her services based on the number of hours expended on behalf of Client (rounded to the nearest tenth hour for each time entry), not to include time billable to or compensated by other clients, multiplied by the Attorney's hourly rate of \$ \_\_\_\_\_. Details regarding bills, documentation, and time-keeping are provided below and are a condition precedent to payment by the Client.

1. Non-billable time: Attorney will bill client only for time reasonably and necessarily incurred to render professional services on client's behalf in accordance with this Agreement. Time attributable to billing questions is not billable, for example. Time expended by time-keepers who have not been approved by Client is also not billable.
2. Changes to hourly rates: Attorney will charge no more than the hourly rate quoted above throughout the duration of the matter, unless otherwise agreed in a writing signed by Client.

**E. Billing of Fees and Expenses:** Attorney shall comply with the following requirements as to billing fees and expenses as a condition precedent to Client's obligation to pay each bill:

1. Monthly bills: Unless otherwise agreed in a writing signed by the Client, bills shall be issued monthly by Attorney within 15 days after the close of each month. Attorney understands that Client requires prompt bills in part to facilitate effective management of the representation and fees.
2. Bill format: Attorney shall provide detailed, itemized bills which shall, at a minimum:
  - clearly identify each person performing services (i.e., time-keepers) in conjunction with each entry,
  - clearly identify all persons who are not full-time lawyers employed by the Attorney's firm (including subcontractors, independent contractors, temporary employees, and outsourcing providers),
  - record the time expended by each time-keeper separately,
  - state the amount of time expended by each time-keeper daily (and, within each day, broken down by task where more than one project or task was worked upon within the same day),
  - describe within each itemized daily task entry, in sufficient detail to readily allow the Client to determine the necessity for and reasonableness of the time expended, the services performed, the project or task each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the course of performing the service,
  - time entries will be in tenth hour increments.
3. Expenses: Client will pay the actual, reasonable cost of the following expense items if

incurred in accordance with the guidelines below and promptly itemized in Attorney's monthly bill:

- Reimbursable expenses: Actual cost for long distance telephone calls, telecopying (\_\_\_¢/outgoing page), overnight or expedited delivery, couriers, photocopying (\_\_\_¢/page), court fees, and other expenses approved in advance by Client.
- Travel: Travel expenses within the firm's local or metropolitan area will not be reimbursed if the time spent in transit is billed. Travel outside the metropolitan area may only be reimbursed if the travel was approved in advance by Client. Travel by more than one person at the same time to the same destination is not allowed without prior approval from Client. Reimbursable travel expenses, include the cost of transportation, the cost of reasonable hotel accommodations, and the cost of transportation while out of town (e.g., by cab or rental car).

**F. Payment terms:** Attorney bills complying with this Agreement are due and payable upon receipt. If the bill materially fails to comply with the requirements of this Agreement, then it is not due and payable until its deficiencies are remedied by Attorney. Client is entitled to a 1% prompt payment discount if a bill is paid within 15 days of receipt by Client or correction of deficiencies by Attorney, whichever is later (or if the bill is satisfied by funds held by Attorney, e.g., in a trust account).

**G. Advance fee payment:** An advance payment against fees of \$\_\_\_\_\_ has been paid by Client to Attorney. The advance fee is to be held in Attorney's trust account and applied to Attorney's bills, both fees and expenses, as earned by Attorney in accordance with this Agreement. In the event of a dispute as to any amount paid from the retainer, Attorney shall retain the disputed amount in trust until the dispute is finally resolved. Attorney's fees and expenses are governed exclusively by this agreement.

**H. Staffing and matter management:** Attorney retains the right to utilize additional individuals, such as other attorneys and paralegals, to support this matter within his or her own judgment. Extra staff will incur fees of \$\_\_\_\_\_ for attorneys and \$\_\_\_\_\_ for paralegals.

1. Matter management: Attorney is responsible for managing the matter cost-effectively and competently, e.g., by insuring that additional personnel are competent, properly supervised, efficient, and in compliance with the terms of this Agreement as well as ethical obligations.
2. Case monitoring: Client will be advised promptly by Attorney of all significant facts and developments in the matter so that Client may manage the matter effectively and make informed decisions about strategy, tactics, settlement, scheduling, and so forth. Client will promptly receive from Attorney copies of all orders, opinions, pleadings, briefs, memoranda (internal and external), correspondence, and any other document material to this matter.
3. Case control: Attorney is responsible for making all decisions regarding issues of strategy and tactics, including motions, discovery, pleadings, briefs, trial preparation, and experts.
4. Attorney cooperation: Attorney will cooperate with Client or Client's representatives to provide promptly all information Client requests or needs about the matter or Attorney's

bills.

**I. Dispute resolution:** Attorney and Client agree that all disputes regarding Attorney's fees or expenses are to be resolved by mediation and binding arbitration by a single arbitrator, which will be appointed at Attorney's discretion if Attorney and Client cannot agree on a jointly appointed arbitrator. Both parties agree to submit to the jurisdiction of the arbitrator.

**J. Governing law, modification of this Agreement, entire agreement:** This Agreement is to be interpreted in accordance with the laws of Virginia and with the ethical requirements of that jurisdiction. The Agreement may not be modified in any way without the express, written agreement of both parties. This represents the entire agreement of the parties.

Date: \_\_\_\_\_

Client: \_\_\_\_\_

Attorney: \_\_\_\_\_