

LEGAL SERVICES RETAINER AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. Once signed, the parties to this Agreement will be bound by its terms. The parties are advised that they should make sure they understand the Agreement before signing. Because the practice of law can be complex, this Agreement cannot completely disclose every interpretation of legal concepts. By signing, the parties indicate that they agree to the terms of the Agreement.

PARTIES TO THIS AGREEMENT: This Agreement is entered into by and between _____ (hereinafter "Attorney") and _____ (hereinafter "Client") on this _____ day of _____, _____ in Seattle, Washington.

LEGAL SERVICES INCLUDED: Attorney will provide the following Legal Services to the Client:

It is agreed that the precise listing of Legal Services to be provided sometimes cannot be made. What Legal Services Attorney will provide will be determined by the usual business practices of the legal community of King County, Washington.

CONFIDENTIALITY BY ATTORNEY: Unless waived by the Client or impliedly authorized in order for Attorney to represent Client or required by law or ethics, Attorney will keep confidential all matters disclosed by Client or discovered by Attorney during the course of representation and, when necessary, will invoke the client-attorney privilege to protect the confidentiality of such matters.

DUTIES OF ATTORNEY TO CLIENT: Attorney is bound by the applicable Rules of Professional Conduct (RPC) as promulgated by the Supreme Court of the State of Washington. A copy of the RPC can be viewed at <http://www.wsba.org>.

DUTIES OF CLIENT TO ATTORNEY: Client will be honest and cooperate with Attorney, informing Attorney of new developments or changes that could affect the Client's case, particularly any changes in Client's address, telephone number, and/or how to reach Client. Client will make any and all payments according to this Agreement on or before the date due. Client will not use the services of Attorney to commit any crime or fraud against any court, tribunal, person or other entity. Such abuse of the services of Attorney may be a basis for waiver of client-attorney confidentiality.

FEES FOR SERVICES: There is no law that sets specific fees for legal services. However, the Rules of Professional Conduct (RPC) mandate that Attorney's fee will be reasonable. Attorney and Client agree that Client, in addition to paying costs, will pay Attorney for services, rendered during regular business hours, as follows:

_____ HOURLY FEES: Services rendered by Attorney will be billed at _____ per hour. Should someone other than a licensed attorney work on Client's matter, services rendered by that person will be billed at _____ an hour.

_____ FLAT FEES: Client agrees to pay Attorney a flat fee of _____. Client agrees that the flat fee is only for Attorney's services and only for agreed upon services. Client will pay more for additional services and other costs.

_____ CONTINGENCY FEES: Upon completion of representation, Client will pay Attorney _____. If the contingency fees is based on a percentage, the base amount from which to calculate the contingency fees will be _____ and the contingency fees will be determined _____ before or _____ after deduction of other expenses from the base amount.

_____ OTHER ARRANGEMENTS: _____

BILLABLE SERVICES AND BILLING INCREMENT: Billable services include, but are not limited to, research, consultation, drafting letters, briefs or any other document, compiling documentation or any other service rendered on behalf of Client. Unless otherwise noted, all services are billed in increment of one tenth of an hour, rounded up for each activity to the nearest one tenth of an hour. There is a minimum charge of one tenth of an hour for any services related to the matter under this Agreement.

CANCELED, LATE OR MISSED APPOINTMENTS: Unless Client notifies Attorney at least 24 hours before the appointment, Attorney will charge Client at least 1/2 hour for any appointment with attorney that Client canceled, was late to or did not attend. Billing for canceled, late or missed appointments is in addition to any other fee arrangement between Client and Attorney.

COSTS: Client will pay all "costs" in relationship to Attorney's legal services under this Agreement. Costs include, but are not limited to, long distance telephone charges, court filing fees, deposition costs, expert fees and expenses, investigation costs, mileage charges, parking, messenger service fees, photocopying expenses (at a rate of \$0.10 per page), process server fees and any other related expenses incurred by Attorney to provide services to Client.

ADVANCE FEE DEPOSITS: Client will pay to Attorney an advance fee deposit of _____ to be applied against Attorney's fees and costs incurred by Client or expenses paid by Attorney on behalf of Client. As mandated by the RPC, this amount will be deposited in an interest-bearing trust account whose interest is NOT payable to either Attorney or Client. If Client wants to set up a trust account whose interest is payable to Client, Attorney will set up such account; however, Client will bear all costs relating to the setting up and maintenance of such account. If any amount of Client's retainer is remaining in the trust account at the time of the termination of this Agreement, after attorney's fees and costs have been fully paid, the remaining amount of the retainer will be refunded to Client.

PAYMENTS: Until the termination of this Agreement, Client at all times will maintain a credit balance of at least _____ in the Trust account. When notified that additional funds are needed, Client will promptly remit to Attorney sufficient funds to maintain such balance. Attorney can accept late or partial payments, as well as payments marked as "paid in full" or other restrictive endorsements, without losing any of Attorney's rights under this Agreement.

PAYMENT OF ATTORNEY'S FEES OR COSTS BY ANOTHER PARTY: Client agrees that the Court may order or the opposing parties may agree that another party will pay for part or all of Attorney's fees or costs or both. Such order or agreement will not change Client's obligations to Attorney, but receipt of such payment will be credited to Client's account.

CLIENT'S PROPERTY: Except for Attorney's work products, Client's legal file, and the documents therein, are Client's property. Attorney will retain Client's property obtained or generated during the pendency of the legal services rendered. Upon the completion thereof, or upon the earlier request by Client, Client's property will be promptly released to Client. If Client does not accept such property, Attorney may retain or dispose of such property at Attorney's reasonable discretion. Client will pay any storage costs thereof.

SETTLEMENT: If the legal services rendered pertain to a claim, suit, litigation or other similar action, Attorney will immediately notify Client of any offer received by Attorney to settle Client's matter. Attorney will not accept any offer to settle without first obtaining the approval of Client. Client has the unequivocal right to accept or reject any settlement offer.

ATTORNEY'S LIEN: Attorney will have a lien for attorney's fees, cost or both advanced on behalf of Client, on all funds obtained by judgment, settlement or arbitration award payable to Client.

DISCHARGE OF ATTORNEY: Client may, at any time, discharge Attorney for any reason or no reason by written notice, which will become effective upon receipt by Attorney. Upon receipt, Attorney will cease providing any services to Client, unless otherwise agreed upon by Attorney and Client. Client will execute and return a substitution of attorney form immediately on its receipt from Attorney if Attorney is Client's attorney of record in any litigation. Client agrees that following such termination, Client will remain obligated to pay for all attorney's fees and costs owed to Attorney as required by the terms of this Agreement. If Attorney has substantially performed, Attorney may have earned Attorney's entire fee even if Attorney is discharged before completion of subject matter of representation.

WITHDRAWAL OF ATTORNEY: In accordance with the Rules of Professional Conduct, Attorney may stop representing Client at any time for any reason or no reason.

NO GUARANTY OF ANY PARTICULAR OUTCOME: Client agrees that Attorney makes no guaranty regarding the outcome or success with regards to Client's matter. Attorney does not have or hold any power to guarantee any certain outcome in favor of Client.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, except for separately executed Conflict of Interest Disclosures, which, if executed, is incorporated with this

Agreement. There are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

MODIFICATIONS: This Agreement may be modified only by the execution of a written agreement signed by Attorney and Client. If Client wants any additional services that have not been included in this Agreement, a separate agreement will be necessary.

CONFLICT OF INTEREST DISCLOSURES: To efficiently represent Client, Attorney sometimes may have to retain other service providers. These service providers may be relatives or personal friends of Attorney. Attorney does not receive any financial benefit from service providers. Service providers are under the same obligations, as Attorney, to keep confidential Client's matter. Attorney will always put the best interest of Client before the interests of these service providers. If Client objects to the service providers selected by Attorney, Attorney will retain other service providers.

APPLICABLE LAW: The laws of the State of Washington govern this Agreement.

RETURNED PAYMENT FEE: Attorney may charge Client \$30.00 per payment check or similar instrument when such check or instrument is not honored or when Attorney must return such check or instrument because it cannot be processed.

INTEREST RATE: Attorney may charge Client interest on unpaid fees. The interest rate will be the highest amount allowable by the usury law of the State of Washington.

ARBITRATION OF DISPUTES BETWEEN CLIENT AND ATTORNEY: If there is any dispute between Client and Attorney, such dispute will be resolved by binding arbitration. Disputes subject to arbitration include, but are not limited to, those involving fees, costs, and alleged malpractice by Attorney.

ATTORNEY FEES AND COLLECTION COSTS: If actions are needed to enforce the terms of this Agreement, the losing party agrees to pay the prevailing party reasonable attorney's fees, court costs and any other fees incurred in enforcing the terms of this Agreement.

PARAGRAPH TITLES AND GENDER AND NUMBER: The titles given to the paragraphs of this Agreement are for reference purposes only and do not form a part of this Agreement in interpreting its provisions. All words used in this Agreement in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "Client" and "Clients", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or

number.

EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT: This Agreement will become effective when signed by Client and Attorney. However, in the event this Agreement requires the payment of a retainer fee to Attorney, this Agreement will not become effective, and Attorney will have no duty to act of behalf of Client, until the full payment of such retainer fee.

The undersigned below have read and agree to be bound by this Agreement. Executed as of the date first written above.

By: _____

Attorney

By: _____

Client