

Firm Partners	\$	per hour
Associates	\$	per hour
Paralegals	\$	per hour

These rates do not include the other fees, charges and expenses as described in Paragraph 4

hereinafter.

C. Court Awarded Fee Arrangement - Counsel and Client agree that any fees awarded by the Court to

Counsel shall be retained by Counsel as reasonable fees for representation herein and no deductions shall be made for any amounts paid to Counsel by Client for advance fees and costs.

4. ADVANCE FEES, COSTS AND BILLING.

A. Client agrees to pay immediately to Counsel an initial deposit of \$ as an advance against

anticipated fees, costs and expenses. Those funds are to be deposited in Counsel's trust account for future withdrawals and Client authorizes Counsel to withdraw the amounts necessary from the trust funds to satisfy Counsel's fees and to pay all costs and expenses necessary in representing Client. Any withdrawals from said trust funds shall be credited to Client's monthly statement.

B. At such time as Client's trust account is depleted,

Counsel may require from Client additional monies for deposit to Counsel's trust account to reestablish the retainer account and the account for costs and expenses. Client agrees to pay promptly such additional sums upon request. Moreover, Client agrees to pay promptly Counsel for any costs and expenses advanced by Counsel on Client's behalf. Costs include, but are not limited to, the following: court costs,

service of process costs, depositions, transcripts, expert witnesses, private investigation, translations, photocopying, long distance telephone calls, postage, and so forth. Counsel does bill for phone calls between Counsel and Client or Counsel and another party on behalf of Client.

C. Client will be billed on the first day of each month

following the execution of this agreement for services rendered by Counsel and for other fees, charges and expenses incurred. Counsel's statements are due and payable upon receipt and, in any event, no later than the 10th of each month. Client will be notified of said past due status if payment is not received by the 20th of the month. Counsel reserves the right to charge interest at the highest interest rate allowable by law on any amounts not paid by the tenth of month. Counsel agrees to include in the statement sent to Client a general identification of the services of Counsel for which the Client is being charged. In the event the Client shall register an inquiry or dispute concerning said charge, such inquiry or dispute shall be communicated within thirty (30) days from the billing date or it shall be conclusively waived.

5. EFFORT AND OUTCOME - Counsel agrees to use his best efforts

in representing Client in this matter; however, Client acknowledges that Counsel has given no assurances regarding the outcome of this or any matter.

6. TERMINATION.

A. By Counsel - Counsel reserves the right to withdraw

from this matter if Client fails to honor this agreement or for any just reason as permitted or required under the appropriate Professional Code of this state or as permitted by the rules of whatever court is involved in Counsel's representation of Client. Notification, in writing, shall be made to Client.

B. By Client - Client reserves the right to terminate the

representation for cause or without cause. Notification, in writing, shall be made to Counsel.

C. In the event of termination hereunder, Client agrees to

pay promptly Counsel for all services rendered by Counsel and all other fees, costs, charges and expenses incurred and acknowledges Counsel's right to retain possession of Client's documents, records and trust balances until such time as payment has been made.

7. CONSTRUCTION.

A. This agreement shall be governed by the laws of this

state and all parties agree to consent to the jurisdiction and venue of an appropriate court of

subject matter jurisdiction located in . In the event

litigation becomes necessary to adjudicate rights or responsibilities hereunder, Counsel shall be entitled to reasonable attorneys' fees and costs.

B. This agreement contains the entire agreement of Counsel

and Client covering this matter regarding fees and expenses to be paid relative hereto. This agreement shall be binding upon Counsel and Client and their respective heirs, executors, legal representatives and successors.

C. In the event that the interests of Counsel and Client

may or shall ever become adverse, Client acknowledges that Counsel has advised Client seek the assistance of an outside attorney.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Attorney(s) at Law "Client"

By:

"Counsel"

"Individual Guarantor" for Corporate Client

Copy mailed or hand delivered (Circle one) to client this

_____ day of _____, 19____.