



# McFARLING LAW GROUP

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## FEE AGREEMENT

The undersigned, \_\_\_\_\_ (hereinafter referred to as "Client") hereby retains the legal services of the McFarling Law Group (hereinafter referred to as "Attorney"), for representation concerning:

\_\_\_\_\_  
\_\_\_\_\_

### Legal services will be billed as follows:

On an hourly basis, at the following rates:

|                      |             |
|----------------------|-------------|
| Supervising Attorney | \$275-\$350 |
| Associate Attorney   | \$200-\$275 |
| Case Manager         | \$200       |
| Law Clerk            | \$175       |
| Paralegal            | \$140       |
| Legal Secretary      | \$100       |

Attorney will use her discretion in staffing, to provide services in the most economical manner possible. Please note that all time spent on the client's behalf in this matter, including time spent in telephone conversations, and the time required to withdraw and for the enforcement of fees will be charged to you in six minute increments. The above rates are subject to an annual increase.

### Client billing shall be sent to client:

Email address: \_\_\_\_\_

**or**

US Mail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attorney will contact Client at the following phone number regarding billing inquiries:

\_\_\_\_\_

### Initial Payment shall be made as follows:

Attorney will require a refundable retainer of \$ \_\_\_\_\_ which shall be held in the Attorney Trust Account. Each month Attorney will pay any charges on your account for fees or costs from this retainer which shall be replenished through payment of Client's balance in full each month.

**Further Payment shall be made as follows:**

Payment of the balance in full by the 15<sup>th</sup> of each month. If payment is more than 30 days late, an additional retainer may be required to continue work.

Client shall maintain the refundable retainer at its original balance. The retainer may be used to pay Client's final bill.

If the dispute turns into litigation either through Client filing or the other side filing with the court, then the retainer shall be increased to \$\_\_\_\_\_ prior to Attorney appearing in the litigation.

**Other Provisions:**

Invoices for legal services rendered and costs advanced or incurred are issued monthly and are payable upon receipt. Interest at the rate of twelve percent (12%) per annum each month shall be added to the balance due on amounts which remain unpaid thirty (30) days or more. This interest will be charged even if there is an agreement for payment at a later date.

In addition to fees for legal services, Attorney will be entitled to payment or reimbursement for costs and expenses incurred for services, including but not limited to: photocopying, messenger and delivery service, fees for computerized research services, long distance telephone charges, depositions, court costs, filing fees, discovery fees, and Metro print-out fees. Client agrees that Client is responsible for such expenses relating to this case. Costs and expenses owed to third parties will not be paid by Attorney and will be the responsibility of and billed directly to Client at the time that they are due to the third party.

In the event that another party is ordered or agrees in settlement to pay all or a portion of Client's attorney's fees and costs, Client is not relieved of its responsibility to pay Attorney. Client shall still remain primarily responsible for payment to Attorney in the event that the other party does not pay Attorney within the time agreed for Client to pay. Client may seek repayment from the other party after paying Attorney. If Attorney assists Client in seeking repayment from the other party, Attorney is entitled to payment and/or reimbursement for its hourly fees and costs for such efforts.

Attorney is entitled to payment and/or reimbursement for all hourly fees and costs incurred in seeking payment from Client in the event that Client does not pay Attorney in full for services rendered. This includes the hourly billing for seeking an attorney's lien or judgment for attorney's fees.

Attorney reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this Retainer Agreement by failing to pay Attorney's invoices, fails to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render his continuing representation unlawful or unethical.

The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that Attorney has made no promises or guarantees to Client concerning the outcome of this representation and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

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

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