

Agreement

I, _____, (referred to as “the client” in this agreement) hereby retain the law firm of Flottmeyer, Ryan & Sayner, L.L.C. (referred to as “the Firm” in this agreement) as my attorneys to represent me with regard to a family law case in _____ County. It is understood and agreed that I am retaining the Firm, and the Firm is accepting employment, on the following terms and conditions:

1. This agreement becomes effective upon the Firm’s receipt of a signed copy of this advanced fee agreement and of an advanced fee in the amount of \$_____. This advanced fee has been received upon signing of this Agreement.
2. I will pay the Firm on an hourly basis for time spent in performing services connected with this matter at the following rates: \$_____ per hour for services performed by Attorney, and \$___ per hour for services performed by paralegals. Telephone calls to or from the Firm concerning this matter will be included in hourly charges.
3. In addition to attorney fees, I will pay the Firm for necessary out-of-pocket costs including, but not limited to, deposition expenses, photocopy expenses, postage expenses, service of-process expenses, long distance telephone calls, filing fees, witness fees, travel expenses, reporter fees, and investigative expenses.
4. I appoint the Firm as my agent and authorize the Firm to hire experts and to make advances to those experts on my behalf, although I am liable for all expert fees, costs, and expenses. If convenient, the Firm may make arrangements with any experts, and I will enter into independent fee agreements with them.
5. The Firm will send monthly billing statements to me for which payment is due immediately on receipt. If I have any objections to the statement, I will make them to the Firm in writing within 5 days of the statement’s date, or the Firm may deem them waived. After all advanced fees received are applied to the balance, I will pay any remaining balance due on all statements within ten (10) of the date listed on the statement. In addition, the firm may request additional advanced fees, which are payable within ten (10) days of when they are requested.
6. The Firm may withdraw from representing me if I fail to make payments as agreed in paragraphs 1 or 5 above, or if I fail to provide additional advanced fees as requested; if I misrepresent or fail to disclose material facts; or if I fail to follow the Firm’s advice. If the Firm wishes to withdraw on any of these grounds, I will execute the necessary documents to permit them to do so.
7. I have the right to discharge the Firm for any reason at any time. If I do so, the Firm will withdraw from representing me.
8. If the Firm withdraws, I remain liable for all fees, costs, and expenses actually incurred under this agreement, and I will either make payment in full or offer other security acceptable to the Firm. The Firm will return my files and documents to me.

9. If I fail to fulfill my duties under this agreement for attorney fees and the Firm is forced to take action to collect such fees, I agree to bear the cost of collection, including reasonable attorney fees and all other costs.
10. I acknowledge that the Firm has made no promises or guarantees to me concerning the outcome of this action.
11. This agreement is for services by the Firm at the trial court level. Any appeal beyond the trial court will be handled by the Firm only at my specific request and with the Firm's consent, and I will be advised at that time of the probable charges for such an appeal.
12. This agreement represents the entire fee arrangement I have with the Firm. Any mutually agreed-upon changes concerning this retainer agreement must be in writing to be effective and to avoid misunderstanding.

THIS IS A LEGAL, BINDING CONTRACT, WHICH I HAVE READ AND THOROUGHLY UNDERSTAND.

Dated: _____

By _____ (Client)

By _____ (Attorney)