

**LAW OFFICE, LLC**  
1234 NW 199<sup>th</sup> Terrace, Suite 300  
Big Office Building  
Big City, MO, 98765-0000  
Phone: 000-555-1234 Fax: 000-555-1234  
name@email.com  
www.lawoffice.com

Today's Date: \_\_\_\_\_

### **LAWYER-CLIENT FEE AGREEMENT**

Law Office, LLC ("Lawyer"), will provide legal services to \_\_\_\_\_ ("Client"), on the terms set forth below.

**1. CONDITIONS.** This Agreement will not take effect, and Lawyer will have no obligation to provide legal services, until Client returns a signed copy of this Agreement AND pays the initial deposit (advanced fee) called for under Paragraph 5.

**2. SCOPE OF SERVICES.** Client hires Lawyer to provide legal services in the following matter: \_\_\_\_\_ . Lawyer will provide those legal services reasonably required to represent Client. Lawyer will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Lawyer will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

**3. CLIENT.** The lawyer is representing \_\_\_\_\_ , Client, only in this matter. It is understood by Client and any third party who may be assisting Client financially, emotionally or otherwise, in this matter, that lawyer's duty is to act in the best interest of the Client and lawyer cannot share information about Client's case with anyone other than Client without express permission.

**4. RESPONSIBILITIES OF THE PARTIES.** Client agrees to be truthful with Lawyer, to cooperate, to keep Lawyer informed of any information or developments which may come to Client's attention, to abide by this agreement, and to pay Lawyer's bills on time. Further, while it is impossible to predict the course of a representation, it may be important for Lawyer to contact Client immediately, or upon short notice, to confer with Client regarding the status of Client's case. An inability to do so may result in Client's case being prejudiced and detrimentally affect the outcome of the case. Accordingly, Client agrees to keep Lawyer informed of Client's current address, telephone number and whereabouts. If Client leaves town, for example, to travel on business or vacation, Client agrees to notify Lawyer before leaving of the expected duration of the trip and how Client may be contacted in the meantime.

**5. DEPOSIT (ADVANCED FEE).** Client agrees to pay Lawyer an initial deposit (advanced fee) of \$ \_\_\_\_\_ by \_\_\_\_\_. The hourly charges will be credited against the deposit (advanced fee). The initial deposit (advanced fee), as well as any future deposit (advanced fee), will be held in a trust account. Client authorizes Lawyer to use that fund to pay the fees and

other charges as they are incurred. Billing statements detailing the charges credited against the deposit (advanced fee) will be sent periodically to the client. Withdrawal from the trust account will be made 5 days after the date of this billing statement. Client acknowledges that the deposit (advanced fee) is not an estimate of total fees and costs, but merely an advance for security.

Client understands and agrees that Client shall maintain an advanced fee deposit in Lawyer's Trust Account during the pendency of the representation. Lawyer reserves the right to demand further reasonable deposits (advanced fees). **Client understands and agrees that the advanced fee deposit balance will change as Client's case develops and agrees to make any deposits requested.**

**Trial Preparation Deposit. Trial preparation and the trial itself is an expensive endeavor. A day long trial and the preparation necessary can easily cost in excess of \$6,000. Additional days of trial require more preparation and cost more. Law Office, LLC requires a trial preparation deposit. Even if the case is settled the day of trial or even several days before trial, this does not eliminate the expenses incurred in preparing for said trial.**

**Therefore, in the event that the case is scheduled for trial and settlement negotiations are not fruitful within four weeks before the scheduled trial date, Client shall be required to deposit a minimum retainer of \$6,000 with Law Office, LLC to cover the anticipated costs. This amount covers Law Office, LLC fees ONLY; any out-of pocket expenses such as expert witnesses, process server fees, etc., are not included in this amount. Law Office, LLC reserves the right to alter this amount, and shall notify the client of said change as soon as practicable but in no event later than four weeks prior to trial. In the event that Client is unable or unwilling to deposit said sums with Law Office, LLC as per the stated schedule, Law Office, LLC shall withdraw from Client's case. Please understand that Law Office, LLC's withdrawal from Client's case may not entitle client to a continuance or extension of the trial date, and that the judge assigned to Client's case may require Client to represent himself or herself at trial should Law Office, LLC withdraw.**

Client agrees to pay all deposits (advanced fees) after the initial deposit (advanced fee) within 5 days of Lawyer's demand. Any unused deposit (advanced fee) at the conclusion of Lawyer's services will be refunded. Client understands that failure to deposit (advanced fee) within 5 days may result in lawyer asking for leave to withdraw.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Lawyer's prevailing rates for all time spent on Client's matter by Lawyer's legal personnel. Current hourly rates for legal personnel are as follows:

Attorney	225.00/hour	Time is charged in units 1/10 of an hour.
Paralegals	90.00/hour	
Law clerks/secretary	80.00/hour	

Client understands and agrees that the production of certain documents have been allocated a **minimum** time per document charge as follows:

Divorce Petition with the vital statistics form, confidential filing form and form 17	1.5
Paternity Petition with the application and consent of next friend and confidential filing form	1.8
Private Process service and/or Entry of Appearance	0.4
Answer and Counter Petition with review of Petition	1.8

Parenting Plan	2.0
Guardianship Filing Package	2.2
Propounding Uncontested Initial Discovery	1.0
Propounding Contested Initial Discovery	2.5
Separation Agreement (Divorce) or Stipulation (Paternity)	2.2
Judgment Uncontested	1.0
Judgment Contested	3.0
Letters – drafting and receiving	0.5
Emails – receiving and responding	0.2
Telephone calls	0.2

The time charged will include the time Lawyer spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Lawyer will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Fees are billable time spent on Client's case, including research; drafting documents other than those listed above; telephone calls and emails with client and others; consulting with opposing counsel and other professionals; settlement negotiations; preparing for hearings and trial; reviewing materials; travel time; and appearing in court. Law Office, LLC reserves the right to charge after-hours or weekend calls at twice her hourly rate. Law Office, LLC accepts most forms of payment, including personal checks. **A \$25.00 fee shall be assessed for all returned checks and shall be cause for Law Office, LLC withdrawal from Client's case.**

Interest: The invoice is overdue at 10 days from invoice date. **A late charge of one and a half percent (1.5%) per month, (which equals 18% per year) on the delinquent balance, is applied to all amounts unpaid when due.**

**Client understands and consents to be billed via Email OR the cloud based file management system used by Attorney at Attorney's sole choice. Attorney shall inform Client of the method prior to the first billing.**

**I SPECIFICALLY CONSENT TO THE FIRM WITHDRAWING FROM REPRESENTING ME IF I FAIL TO MEET MY FINANCIAL OBLIGATIONS TO THE FIRM. I understand that I am solely responsible for the fees and costs, and the firm and attorney do not accept employment in this case based upon a judgment being rendered for attorney fees or costs by the court. Any portion of any award paid directly to the firm or attorney will be credited to my account only when received.**

All litigation is expensive; and domestic relations litigation is a very significant financial event, both in terms of legal expense and property distribution. The policy of the firm is to attempt a reasonable settlement of your case as expeditiously and peacefully as possible. However, the firm and the attorney cannot control the settlement position taken by client or by the other party or their attorney, and therefore it is impossible to accurately estimate the amount of time and/or attorney's fees, which may be expended.

The firm then will promise to render professional legal services to the best of their ability during the continuance of this employment; and the attorney make no warranties, representations or guarantees regarding the favorable outcome, results or successful termination of the case. I agree to cooperate fully with the firm and the attorney and not to do anything which would compromise the firm's or the attorney's professional ethics. I agree that the firm and the attorney may withdraw at any time for any reason.

## **7. COSTS AND EXPENSES**

**(a) In General.** Lawyer will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Lawyer's cost.

In-office photocopying that exceeds 75 pages will be charged at a rate of \$0.15 per page.

One time Initial File Set Up Charge on all new matters is \$225

**(b) Out of Town Travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Lawyer's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

**(c) Experts, Consultants, and Investigators.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Lawyer will consult with client on the selection of any expert witnesses, consultants, etc., to be hired and their charges.

Additionally, Client understands that if the matter proceeds to court action, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

**8. BILLING STATEMENTS.** Lawyer will send Client periodic statements for fees and costs incurred, upon request by client. If Client requests a statement, Lawyer will provide one within 10 days, but no more frequently than thirty days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charges to be credited against the deposit (advanced fee), Client must notify Lawyer within 5 days. If any statement carries a balance due, it shall be paid in full within 5 days after the date of such statement.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Lawyer at any time. Lawyer may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Lawyer's advice on a material matter or any fact or circumstance that would render Lawyer's continuing representation unlawful or unethical. When Lawyer's services conclude, all unpaid charges will immediately become due and payable. Client understands and agrees that Law Office, LLC sends to Client **ORIGINALS** of all court documents, correspondence between counsel that affects decisions Attorney and Client make

about the case, and other documents whenever possible. In addition, Client has direct access to all of client's documents through the cloud based portal used by Attorney. This is to allow Client to build his or her file throughout the case. When Law Office, LLC sends Client an original document Law Office, LLC will retain a copy. If client requires additional copies of document(s) at the end of Law Office, LLC's representation, Client will be charged \$0.15 per page. Law will retain copies of Client's file for one (1) year after the date Attorney closes Client's file or withdraws from the case, at which time Law Office, LLC will destroy the file without further notice to Client.

Client understands that to the limited extent lawyer has paid out of pocket expenses for items, which have not yet been reimbursed by client, lawyer must be reimbursed for that particular expense before releasing the item.

Client expressly agrees and specifically authorizes the Law Office, LLC to withdraw from client's representation in the event the Law Office, LLC is unable to find Client or Client fails to respond to Law Office, LLC's requests within a reasonable time.

Client expressly agrees and specifically authorizes the Law Office, LLC to withdraw from client's representation in any of the following events:

a. Client fails to follow Attorney's advice and Attorney believes that Client's course of action is seriously detrimental to Client's best interests;

b. Client lies to Attorney or falsifies information about this matter;

c. For any reason that suggests Client and Attorney cannot work together to achieve a good result for Client, including Client's failure to abide by the terms of this Agreement or Client's failure to timely pay costs and fees;

**10. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this agreement and nothing in Lawyer's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Lawyer makes no such promises or guarantees. Lawyer's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Lawyer shall not be a guarantee. Actual fees may vary from estimates given.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**14. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Lawyer on behalf of Client commencing with the date Lawyer first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Lawyer the reasonable value of any services Lawyer may have performed for Client.

**15. ATTORNEY LIENS FOR REPRESENTATION:** By Missouri law 484.130 RSMo any attorney who provides services or incurs expenses for a client is granted a lien on any monies, property, land, corpus or asset that is owned by you and your spouse. The lien begins at the time of filing the Petition or Counter-Petition for Dissolution.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAWYER FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.**

DATED: \_\_\_\_\_

Client Name \_\_\_\_\_

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

Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Law Office, LLC

By: \_\_\_\_\_

Anne

**GUARANTOR (if applicable):**

The undersigned personally guarantees the payment of attorney's fees, costs and suit monies of Client pursuant to the above terms and conditions of this Employment Agreement and personally will pay, when due Law Firm, LLC fees and costs. Law Firm, LLC is not obligated to proceed first against the client or any attorney's lien. The Guarantee Agreement does not create any attorney-client relationship between Law Firm, LLC and the guarantor. Guarantor understands that Law Firm, LLC will proceed to enforce the Guarantee Agreement if it is not paid by the client. Guarantor shall pay the attorney's fees, cost and suit monies immediately upon demand by Law Firm, LLC. This is a binding contract. **THE GUARANTOR UNDERSTANDS THEY HAVE A RIGHT TO HAVE AN ATTORNEY REVIEW THIS AGREEMENT.**

\_\_\_\_\_  
Guarantor's signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**Guarantor's Printed Name**

**Address:**

---

---

**SSN:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Employment:** \_\_\_\_\_

**Bank:** \_\_\_\_\_

\_\_\_\_\_  
**Guarantor's signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Guarantor's Printed Name**

**Address:**

---

---

**SSN:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Employment:** \_\_\_\_\_

**Bank:** \_\_\_\_\_

**LAW FIRM, LLC**  
**BILLING RIGHTS NOTICE**

The client agrees to raise questions or disputes of the amounts or items contained in their bill in accordance with the below defined terms and further client agrees that by not doing so the client is agreeing to the reasonableness and necessity of their bill.

**YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. We will act promptly to resolve any problems with your bill that you bring to our attention. We are required by law to provide the following notice to you:

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights under the Fair Credit Billing Act. In your letter, give us the following information:

Your Name

The dollar amount of the suspected error

Describe the error and explain, if you can, why you believe there is an error. If you need more information describe the item you are not sure about.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER RECEIVING YOUR WRITTEN NOTICE**

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including late fee penalties, and we can apply any unpaid amount from the balance of the deposit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on you bill, you will not have to pay any late fee penalties related to any questioned amount. If we did not make a mistake, you will have to pay the questioned amount and you may have to pay late fee penalties. In either case, we will send your statement of the amount you owe the date that is due.

If you fail to pay the amount that our bill indicates you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first Fifty Dollars (\$50.00) of the questioned amount, even if your bill was correct.

### **ADVICE OF LATE CHARGE**

The Attorney Contract provides that if a client does not pay any outstanding balance within ten (10) days of receiving the statement, a late fee penalty calculated at the rate of 1.5% per month will be imposed on the unpaid outstanding balance. This is an annual percentage rate of 18%. The late fee penalty charge will begin to accrue ten (10) days after the date on your statement. If paid late in full prior to the expiration of the ten (10) day period, no late charge will be imposed. If a late charge is imposed, you will receive a statement at the end of each billing period setting forth separately (a) the balance of the account at the beginning of the billing cycle; (b) payments thereon and credits thereto during such billing cycle; (c) late charge; (d) charges for legal services incurred during the billing cycle; (e) costs incurred during the billing cycle; (f) the balance due on the billing date; and (g) the address to be used for notice of any billing errors. Current payments shall be applied first to the payment of outstanding costs, then late charges, and then to the fees for legal services. Law Firm, LLC reserves the right to amend or modify the terms and conditions set forth herein upon notice to client in accordance with applicable law.