

Acme Law – Reduced Hourly Fee Agreement

I, _____, the "Client," hereby agree to retain Acme Law, the "Attorney/Firm" in connection with: _____. The Client understands that the Attorney only represents the Client in regards to: _____

1. **RETAINER** - The Attorney has received \$ _____ as an initial retainer payment. Until the full retainer of \$ _____ is paid, no work can be performed and the Client is not represented by the Attorney. **This is a balance that must be maintained, otherwise all work shall stop and the Attorney will withdraw from your case.** For example; if your retainer is \$5,000 and the work performed for the invoice period is \$1,000, \$1,000 is due. *30 days before any Final Hearing, a \$1000 retainer must be maintained or the Attorney will withdraw from your case.*
2. **HOURLY RATES** - Time charges for the services will be billed at the following hourly rates: Rates are subject to change with prior notice.
 - (a) Attorneys rates \$80.00 per hour
 - (b) Associates rates \$80.00 per hour
 - (c) Paralegals rates \$65.00 per hour
3. **OTHER COSTS** - The Client agrees to pay for costs incurred and out-of-pocket disbursements made by the Attorney, including, but not limited to, filing fees, witness fees, travel, sheriff's fees, investigative expenses, expert witness fees and mileage at the rate of the Federal mileage rate. The Attorney agrees to obtain the Client's approval before incurring any single cost or disbursement in excess of \$200.00.
4. **INVOICES** - Invoices are generated bi-weekly. All invoices are due and payable upon receipt. Failure to pay an invoice promptly will permit the Attorney/Firm, after notice to the Client, to terminate representation of the Client and withdraw from the case as permitted by applicable rules and law.

I have had the payment process explained to me and I understand it:

Client

Attorney

- (a) **CHARGES** - The time charges include but are not limited to initial meetings, scanning documents, setting up the file, Court appearances, including waiting time, travel to and from Court, telephone conferences, telephone calls to and from the Client, office conferences, legal research, depositions, review of file materials and documents sent or received, drafting of pleadings, correspondence and memoranda, and preparation for hearings and conferences.
- (b) **COLLECTIONS** - Should the Client fail to replenish a retainer within 30 days, a lawsuit may be filed and any Court costs associated including but not limited to filing fees, sheriff fees and attorney's fees (at a rate of \$225 per hour) shall be paid by the Client. Any bounced check shall be an automatic \$25.00 fee assessed to the Client. Interest shall also be Client's responsibility at the rate of 18%. Should you owe the Firm money, alien may be placed on any of your real or personal property, and will not be removed until payment has been satisfied. By signing this fee agreement, you acknowledge and agree to these collection practices.
- (c) **REMAINING FUNDS** - If at completion or upon termination of the legal services, the total of the invoices for the services performed is less than the amount of the payment on account, the balance will be refunded to the Client or if paid by a third party, a written agreement between the third party and the Client shall be provided to the Firm prior to any refund being issued.

5. **ATTORNEY'S DUTIES** - The Attorney agrees to provide legal services in connection with the above matter and to keep the Client fully informed of all significant developments and to send copies of relevant documents necessary to achieve that purpose.

6. **TERMINATION OF REPRESENTATION** - In the event that the Client shall discharge the Attorney, or in the event the Attorney terminates the representation, the Attorney shall be paid for all work performed up to the point of termination of services; and this payment shall include all services which have been performed, as well as reimbursement of costs expended up to the time of termination of the Attorney/Client relationship. The Attorney may terminate representation and withdraw should the Client:

I have had the termination process explained to me and I understand it:

Client

Attorney

- (a) Fail to keep the retainer replenished as stated above.
- (b) Fail to follow your Attorney's instruction or cooperate with her in any reasonable request, or your conduct significantly interferes with her representation.
- (c) Authorize settlement and then try to take back the authorization.
- (d) Lie, misrepresent, fail to disclose material facts, or fail to communicate or your attorney determines it would be unethical to continue.

7. **OUTCOME** - The Attorney and the Client state that no results have been guaranteed by the Attorney to the Client and that this agreement is not based upon any such promises or anticipated results.

8. **CONFIDENTIAL COMMUNICATION** - The Client understands that there is a risk of sending or receiving electronic communications using a computer or other device, or email account, where there is a significant risk that a third party may gain access. *Please make sure that no one has access to your electronic communications*, including at your place of employment, by use of a personal email account, updated passwords and privacy setting on website such as Facebook. Do not post anything on social media that you would not want the Judge to see. The Client understands that the use of mobile communications may not be secure and that the confidentiality of the conversations may be invaded. Do not use work email. **These things could breach the Attorney/Client confidentiality privilege.**

9. **TAX** – Acme Law does not handle tax matters and provides no legal advice regarding tax matters. Should you have a tax question please consult with a Certified Professional Accountant of your own choosing.

THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU, SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION, APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN PARAGRAPH 1 IS PAID IN FULL.

We, the Client and the Attorney/Firm, have read this Fee Agreement and agree to its terms and have signed it as our free act and deed.

Client

Date

Attorney

Date