

RETAINER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between THE LAW OFFICE OF JAMES STEELE, PLLC, hereinafter referred to as Law Firm, party of the first part, and _____ hereinafter referred to as Client, party of the second part;

WITNESSETH:

That for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Law Firm will represent Client in certain legal matters as counsel, to-wit: drafting estate planning documents, including but not limited to wills and powers of attorney (as agreed upon by Law Firm and Client). It is understood that this Agreement does not include representation on trial, appeal, retrial or for any other purposes except that those expressly stated herein. Law Firm is hereby authorized through its partners and/or associates to do whatever they deem necessary or desirable in order to represent Client in all claims arising out of the above legal matter.
2. Client will pay Law Firm for its services on a flat payment basis, at the rate listed on the Law Firm's website at the time this Agreement is made. Before beginning work, Law Firm will inform Client if it is unable to complete the desired work at that flat rate, and a different charge may be negotiated; if the parties cannot in such case reach an agreement on the cost of the work, neither party shall be bound by this Agreement, and any money paid by Client shall be refunded. Client understands that future work performed by Law Firm on Client's behalf will be charged at Law Firm's regular hourly rate (\$300/hour) or as otherwise agreed to.
3. Client agrees to give an initial retainer in the amount listed on the website. The general flat rate cost for a simple will is \$275 (subject to the provisions in item 2 above). Law Firm may bill Client periodically for accrued fees and expenses not yet paid, and may charge such fees and expenses against any retainer held for Client. This agreement shall not take effect and the Law Firm is not and will not act as your attorney until the retainer is paid in full.
4. When charging by the hour, time will be rounded up to the nearest tenth of an hour. Certain routine services will have minimum charges: preparation of General District pleadings (.2 of an hour); letter (.3 of an hour); cover letter (.1 of an hour). All time spent on the case will, at the discretion of the attorney, be charged, including travel time.
5. All bills not paid in advance are payable within 30 days from the date of the bill. All bills thirty (30) days overdue shall be charged interest at the rate of 1% monthly (12% annually). Client agrees to keep Law Firm aware of new addresses. Client will contact firm

within 30 days concerning any disputes on any bill received. Any charges not disputed within 6 months of first billing will be deemed conclusively correct. Law Firm will have the right to withdraw from representation of client if any bill remains unpaid after 30 days from date of the bill.

6. Client understands that the Law Firm cannot effectively represent Client without the cooperation and total honesty of Client, and accordingly, Client agrees to be open, cooperative and honest with the partners, associates and staff of the Law Firm. Client agrees to respond promptly to any requests made by Law Firm. Client agrees to promptly provide Law Firm with new addresses and/or phone numbers should they change during representation. If client breaches this agreement in any way, the Firm, in its sole discretion, may withdraw from representation of client.

7. In the event that suit is filed and the case is tried more than once, or an appeal is taken, then it is understood and agreed that an additional compensation may be due and owing unto the Law Firm, prior to the time that such case is retried or appealed, and that said additional compensation shall be agreed to and affixed to this Agreement.

8. If the Law Firm is discharged for any reason prior to the final determination of issues or any settlement is offered or any award obtained, the Law Firm shall be entitled to compensation at the agreed rate for the work performed to date, together with payments for all expenses which the Law Firm may have incurred or advanced prior to the time that the file is delivered to any other person (including client), attorney and/or firm.

9. While this agreement is intended to prevent any confusion of the terms of the Law Firm's representation, should a fee dispute arise, client is agreeing to forego his/her right to submit such matter to a court of law, and, instead, submit it to binding arbitration with the arbitration program used by Law Firm. Client understands that a decision rendered under binding arbitration will be final and non-appealable. It has the same effect and enforceability as if rendered by a court of law. After a decision by the arbitrator, Law Firm will have access to the courts to enforce the decision of the arbitrator.

10. The undersigned does further acknowledge that no other attorney or Law Firm has been retained to represent the undersigned in any matters that are or may be the subject of this retainer agreement.

11. The undersigned does further represent that the foregoing has been fully read and understood and does enter into this agreement voluntarily and does further acknowledge receipt of a copy of this agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS the following signatures.

THE LAW OFFICE OF JAMES STEELE, PLLC

Date

Client

Date

Client

Date

Guarantor (if any)

Date

Guarantor (if any)

Date

THE LAW OFFICE
OF JAMES STEELE