

RETAINER AGREEMENT

FOR _____

BETWEEN

FIRM NAME: _____

ADDRESS: _____

CITY/STATE _____

TEL. NO.: _____

AND

CLIENT: _____

ADDRESS: _____

CITY/STATE: _____

TEL. NO.: _____

This law firm will represent you with respect to legal problems concerning your marriage.

We have discussed this firm's representation of you. We have fully explained to you all services of our firm and your duties to our firm.

LAWYER'S DUTIES

1. The primary duty of this firm will be to represent you in your matrimonial dispute. This firm will make all necessary preparations and, with your permission, aid you in retaining all necessary experts to resolve some or all of the following issues:

- (a) Custody
- (b) Visitation
- (c) Alimony
- (d) Child Support
- (e) Division of property
- (f) Allocation of counsel fees and costs
- (g) Other _____

2. This firm's duties end upon entry of a final court order. This agreement will apply only to work to be performed by this firm at the trial level. If you wish to appeal the result after completion of the trial, we have to come to a new agreement.

NO GUARANTEE

3. Judges are granted great discretion in matrimonial matters, so this firm cannot guarantee the results.

REPRESENTATION BY THE FIRM

4. Any lawyer in the firm may be involved in your case. A partner will be in charge of managing your case. You may communicate

with the partner in charge or with any of our other lawyers who may be handling your case.

**WITHDRAWAL BY
LAWYER**

5. (a) If you do not pay our bills on time, we shall be free to ask the court for permission to withdraw as your lawyer.

(b) We may also ask permission to withdraw as your lawyer:

- 1) if you insist that we do something illegal;
- 2) if you do not follow our advice;
- 3) if you do not answer our phone calls or letters;
- 4) if you are not cooperative with us;
- 5) if you tell a lie under oath or tell us that you will do so; or
- 6) for other good and valid reasons.

**CLIENT
RESPONSIBILITY**

6. You must cooperate fully with this law firm. You must communicate with us on a regular basis. You must tell us your information that is relevant to the issues.

7. The completing of your case may require your going to court. If so, you will be required to answer both verbal and written questions within the time set by the court rules. Your failure to cooperate in litigation could result in an adverse decision.

LEGAL FEES

8. We cannot predict the amount of time that will be spent on your case or the expense that will be incurred in your case.

(a) This firm will begin work on your case upon payment of _____. We will place that sum in our trust account and will pay ourselves from that sum after sending you itemized bills for all work done on your case at our hourly rates.

(b) You will be billed for our time at the following rates:

My time:	\$ _____ per hour
Other partners:	\$ _____ per hour
Associate lawyers:	\$ _____ per hour
Paralegal:	\$ _____ per hour
Law clerk:	\$ _____ per hour
Legal research computer:	\$ _____ per hour
Other specialized equipment:	\$ _____ per hour

(Please note that all phone calls, no matter how brief, are billable.)

c) You must pay our fees within 30 days of the date of your receipt of our bill. If you do not, you must pay interest on the sum due at _____% per annum. These hourly rates are subject to periodic increases upon 60 days notice to you.

FINAL BILL

9. Regardless of the hourly rate, we may charge you an additional fee to reflect some or all of the following factors:

- (a) The time and hours required, the novelty and difficulty of the questions involved, and the skill necessary to perform the legal services properly.
- (b) The extent to which taking your case has required this firm to refuse other employment.
- (c) Fees customarily charged in this locality for similar legal services.
- (d) The amount of money involved and the results obtained.
- (e) The time limitations imposed by either you or the circumstances of your case.
- (f) The nature of our experience, reputation, and abilities as lawyers in the matrimonial field.

If legal fees are adjusted, a written statement giving the basis for such an adjustment will be provided to you.

ADDITIONAL FEES

10. This agreement does not include services which may be related to the matrimonial case but are not specifically before the matrimonial court. If you need any of the following services, our firm will supply any or all for an additional fee, which fee you and I must agree upon in writing prior to the commencement of work on this matter:

- (a) Real estate closings;
- (b) Municipal court actions;
- (c) Drafting of wills;
- (d) Any action directly against family corporation(s) and/or stockholders or directors;
- (e) Defense of creditors' actions or mortgage foreclosure actions;
- or
- (f) Any other matter which is not specifically brought before the matrimonial court for resolution.

11. You must pay any experts retained by this firm on your behalf. Before experts are retained, we will advise you. Expert bills will be due upon your receipt.

ADDITIONAL COSTS

12. In addition to legal fees you must pay the following costs:

- (a) Filing fees
- (b) Service fees
- (c) Investigator charges
- (d) Subpoena witness fees
- (e) Transcripts
- (f) Messenger services
- (g) Photocopying
- (h) Telephone toll calls
- (i) Expert fees
- (j) Postage

ACKNOWLEDGMENT AND COPY

13. I have requested that you read this contract and ask me any questions you have about it. Do not sign this agreement unless you understand it and wish to hire me under all the terms of this agreement.

14. I have given you a copy of this contract.

(firm) _____

By: (Attorney) _____

and

(Client) _____

Dated: _____

**ALTERNATE CLAUSES RE: PAYMENT OF
LEGAL FEES**

ALTERNATE 1:

(a) Responsibility to provide legal services to you will be accepted and work will begin upon receipt from you of an initial retainer in the amount of \$_____ which sum shall be placed in the law firm's trust account.

(b) It is impossible to predict the amount of time that will be spent on your case and the amount of expenses that will be incurred in your matter. Time and expenses in a matrimonial case often depend upon the reasonableness of your spouse or what matters are placed in issue by either party in the action.

(c) I will pay myself from that money by:

1. Sending you detailed bills approximately every _____ months.
2. Deducting the amount of my bill from your funds held in my trust account.
3. When the amount of funds remaining in the trust account are reduced to \$_____, a bill will be sent to you for an additional \$_____, which will be placed into the firm's trust account to be used to pay additional bills as they accrue.

**REFUND OF
PAYMENTS**

We will refund any excess funds in our trust. This firm will also ask the court to have your spouse pay part of our fees. If the court orders your spouse to pay any portion of your fees or expenses, then we will deduct that sum from our bill. If there is no balance outstanding to the firm at the time that the fee is collected, then the money collected from your spouse shall be immediately turned over to you.

ALTERNATE 2:

(a) This firm will commence work upon your paying a non-refundable sum of \$_____. This is for _____ hours of our firm's time, but does not cover any expenses of your litigation. However, if our time exceeds _____ hours, you must pay for the additional time rendered by the firm at our normal hourly rate of \$_____ per hour, plus all expenses.

ALTERNATE 3:

(a) This firm will commence work on your matter upon the payment of an initial retainer of \$_____. That sum will be placed in our trust account; payment for time and expenses will be taken out of that account monthly in accordance with our bills. You will be responsible for all work performed on your case at an hourly rate of \$_____ per hour plus all expenses.

ALTERNATE 4:

(a) You are unable to pay any fee at this time.

(b) You will pay me as follows: _____

(c) I cannot tell you how much time I will have to spend on your case and the amount of the expenses. My time and the expenses often depend on what your spouse says or wants to dispute.

ALTERNATE 5:

(a) You are unable to pay any fee or expenses at this time.

(b) You will owe me for my fees and expenses. I know, however, that my fees and the expenses, if they are to be paid at all, will have to be paid by your spouse.