

# ATTORNEY FEE CONTRACT – RETAINER

**I. The Parties.** This ATTORNEY- CLIENT FEE CONTRACT is entered this \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, currently residing at \_\_\_\_\_, herein referred to as “Client”, and \_\_\_\_\_, Attorney-at-Law herein referred to as “Law Firm”.

**II. Conditions.** This Contract will not take effect, and Law Firm will have no obligation to provide legal services, until Client returns a signed copy of this Contract and pays the deposit called for under Section IV titled “Retainer Fees”.

**III. Scope and Duties.** Client hires Law Firm to provide legal services as follows:  
\_\_\_\_\_.

**IV. Retainer Fees.** Client agrees to pay \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to Law Firm as a retainer fee. Law Firm and Client agree that no attorney-client relationship shall exist until Law Firm has been paid the retainer fee. Services outside the scope of the duties of Law firm shall be charged at a rate of \$\_\_\_\_\_/hour.

**V. Costs and Expenses.** In addition to paying retainer fees, Client shall reimburse Law Firm for all costs and expenses incurred by Law Firm, including, but not limited to, process servers’ fees, fees fixed by law or assessed by courts or other agencies, court reporters’ fees, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying at \$\_\_\_\_\_ per page, parking, mileage at \$\_\_\_\_\_ per mile, investigation expenses, consultants’ fees, expert witness fees and other similar items. Client authorizes Law Firm to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Law Firm’s judgment, unless one or both clauses below are initialed by Client and Law Firm.

**VI. Statements.** Law Firm shall send Client periodic statements for fees and costs incurred. Client shall pay Law Firm’s statements within 30 days after each statement’s date. Client understands that interest at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum will be charged on all fees, cost or expenses not paid in full within thirty (30) days. Upon Client’s request Law Firm will provide a statement within 10 days.

**VII. Discharge and Withdrawal.** Client may discharge Law Firm at any time. Law Firm may withdraw with Client’s consent or for good cause. Good cause includes Client’s breach of this Contract, Client’s refusal to cooperate with Law Firm or to follow Law Firm’s advice on a material matter or any other fact or circumstance that would render Law Firm’s continuing representation unlawful or unethical.

**VIII. Conclusion of Services.** When Law Firm’s services conclude, all unpaid charges shall become immediately due and payable. After Law Firm’s services conclude, Law Firm will, upon Client’s request, deliver Client’s file to Client, along with any Client funds

or property in Law Firm's possession. This Retainer agreement shall expire on the \_\_\_\_\_, 20\_\_\_\_, unless renewed.

**IV. Disclaimer of Guarantee.** Nothing in this Contract and nothing in Law Firm's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Law Firm makes no such promises or guarantees. Law Firm's comments about the outcome of Client's matter are expressions of opinion only.

**Law Firm's Signature** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Client's Signature** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_