

HOURLY RATE

ATTORNEY'S FEES

The attorney's fee in this matter will be set as follows:

Fixed Fee of \$_____

Hourly Rate at \$_____ per hour plus ___% of amount* () recovered saved

Estimated Fee in the range of: \$_____ to \$_____

Contingent Fee of \$_____ () saved () recovered () other

*Contingent contract and statement of client's rights signed as required

Fee determined on all relevant factors

Minimum retainer of \$_____

Number of hours of attorney time covered by retainer is: _____

Other: _____

This office will bill you:

Monthly on the _____ of each month

Upon completion

Other arrangement: _____

ALL BILLS ARE PAYABLE UPON RECEIPT. IF YOU DO NOT PAY WITHIN THIRTY (30) DAYS OF RECEIPT, YOUR ACCOUNT WILL BEGIN TO ACCRUE INTEREST CHARGES IN THE AMOUNT OF EIGHTEEN PERCENT (18%) ANNUALLY.

RETAINERS

Retainer of \$_____ is to be applied

towards fee and out-of-pocket expenses.

- towards fee.
- towards out-of-pocket expenses.
- Retainer is refundable.
- Retainer is nonrefundable.

COSTS AND EXPENSES

Typical out-of-pocket expenses (**NOTE:** These are not attorney fees) for this matter may include:

- Costs such as court costs, filing fees, process server fees, deposition costs, sheriff or clerk of court fees, investigator’s fees, etc.
- Abstracting charges or title insurance premiums, clerk’s recording fees.
- Photocopying, long distance telephone, postage, travel costs.
- Other: _____
- Estimate for costs and expenses (not including attorney’s fees): _____
- Expected to range between \$____ and \$____ .
- Not expected to exceed \$____ .
- No expenses expected.

NOTE: This is an estimate for your convenience; it is not a guarantee.

If the above properly sets forth our agreement, please sign below and keep one copy. Return the original together with your check in the amount of \$____ .

We will draw \$____ towards attorney fees and apply \$____ towards out-of-pocket expenses as outlined above. If we do not receive the signed original of this agreement (you retain the copy), and your check within ____ days, we shall assume that you have obtained other counsel and shall mark our file “CLOSED” and do nothing further. Thank you.

Dated: _____ By: _____
Attorney at Law

The above is understood and agreed to by me.

Dated: _____ By: _____
Client

NOTE: This material is intended as only an example, which you may use in developing your own form. It is not considered legal advice and as always, you will need to do your own research to make your own conclusions with regard to the laws and ethical opinions of your jurisdiction. In no event will ISBA Mutual Insurance Company be liable for any direct, indirect, or consequential damages resulting from the use of this material.