

FEE AGREEMENT FOR LIMITED SCOPE OF SERVICES

_____ (Lawyer/Law Firm) will provide certain limited legal services described in Paragraph 2 to _____ (Client) on the following terms and conditions:

1 CONDITIONS. This Agreement will not take effect, and Lawyer will have no obligation to provide legal services, until Client timely returns a signed copy of this Agreement and pays the advance fee described in Paragraph 5. These conditions must be met no later than: _____.

2 SCOPE OF SERVICES. Client hires Lawyer to provide limited legal services in the following matter:

(Insert the appropriate limited scope provision here. Describe in sufficient detail the matter, event and/or problem for which you will provide problem solving service. If appropriate, state what will not be done. For example, if an appeal is not covered by the scope of services, exclude it in the scope language. Sample language can be found at the end of this Agreement. Request a Word version of this Agreement from PMAS@DCBar.org)

We agree that this is a limited scope representation. Lawyer is helping Client only in a part of the case and not the entire case. Lawyer does not have to give more help than described in this paragraph. Lawyer does not have to help Client with any part of the case other than the part described in this Fee Agreement. Lawyer will provide those legal services reasonably required to represent Client as described in this paragraph. Lawyer will take reasonable steps to keep Client informed of progress and status and to respond to Client's inquiries. This Agreement does not cover any legal service not described in this paragraph such as representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described in this paragraph will require a separate written Agreement signed by the parties.

3 CLIENT. The Lawyer is representing the Client, _____, only in this matter. It is understood by Client and any third party who may be assisting Client financially, emotionally or otherwise, in this matter, that lawyer's duty is to act in the best interest of the Client and Lawyer cannot share information about Client's case with anyone other than Client without express permission. Client must not speak with third parties about the case without prior discussion with Lawyer.

4 RESPONSIBILITIES OF THE PARTIES. Client agrees to be truthful with Lawyer, to cooperate, to keep Lawyer informed of any information or developments which may come to Client's attention, to abide by this agreement, and to pay Lawyer's bills on time. Further, while it is impossible to predict the course of a representation, it may be important for Lawyer to contact Client immediately, or upon short notice, to confer with Client regarding the status of Client's case. An inability to do so may result in Client's case being prejudiced and detrimentally affect the outcome of the case. Accordingly, Client agrees to keep Lawyer informed of Client's current address, telephone number and whereabouts. If Client leaves town, for example, to travel on business or vacation, Client agrees to notify Lawyer before leaving of the expected duration of the trip and how Client may be contacted in the meantime. Client states that the

following person will know of Client's status in the event Client is unavailable:

_____, Phone: _____ Address: _____ Email: _____ Employment: _____

5 DEPOSIT (ADVANCE FEE). Client agrees to pay Lawyer an initial deposit (advance fee) of \$_____ by this date: _____. The hourly charges will be credited against the deposit (advance fee). The initial deposit (advance fee), as well as any future deposit (advanced fee), will be held in a trust account of the Lawyer. Client authorizes Lawyer to use that fund to pay the fees and other charges as they are incurred. Billing statements detailing the charges credited against the deposit (advanced fees) will be sent periodically to the Client. Withdrawal from the trust account will be made on the date of this billing statement. Client acknowledges that the deposit (advanced fee) is not an estimate of total fees and costs, but an advance fee payment.

Whenever the deposit (advanced fee) is exhausted, Lawyer reserves the right to request further reasonable deposits (advanced fees). Client agrees to pay all deposits (advanced fees) after the initial deposit (advanced fee) within ___ days of Lawyer's request. Any unused deposit (advanced fee) at the conclusion of Lawyer's services will be refunded. Client understands that failure to deposit (advanced fee) within ___ days of the request may result in Lawyer asking for leave to withdraw from the case.

Alternate Provision

5 FLAT FEE. Client agrees to pay Lawyer in advance a flat fee of \$_____ by this date: _____. The flat fee will be held in Lawyer's trust account. It will be deemed earned by the Lawyer and transferred to Lawyer's business account upon completion of the matter described in Paragraph 2. If this representation is terminated for any reason before completion, any uncompensated work of Lawyer shall be compensated from the flat fee on deposit at the rate of \$___ per hour. Any remaining sum on deposit shall be returned to Client. In no event shall Client be obligated to pay more than the flat fee.

Use Paragraph 6 if the hourly rate applies

6 LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Lawyer's prevailing rates for all time spent on Client's matter by Lawyer's legal personnel. Current hourly rates for legal personnel are:

Partner _____ Time is charged in units of _____ of an hour.

Associate _____ Paralegal _____ Law clerk _____

Interest on unpaid balance after 30 days _____

The time charged may include the time Lawyer spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting,

court hearing or other proceeding, each may charge for the time spent. Lawyer may charge for waiting time in court and elsewhere and for travel time, both local and out of town.

7 COSTS AND EXPENSES.

(a) In General. Lawyer will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the legal fees. The costs and expenses commonly include, service or process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and similar items. Except for the items listed below, all costs and expenses will be charged to Client at Lawyer's cost.

In-office photocopying ___/page
Mileage ___/mile
Other ___

(b) Out of Town Travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Lawyer's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants, Investigators and other fees and expenses. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Lawyer will consult with client on the selection of any expert witnesses, consultants or investigators to be hired and their charges. Client shall provide the necessary funds to the Lawyer and Lawyer shall make the actual payment. Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

ALTERNATE LANGUAGE

(d) Experts, Consultants, Investigators and other fees and expenses. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Lawyer will select, in consultation with Client, any expert witnesses, consultants or investigators to be hired and Client will be informed of persons chosen and their charges. Client authorizes Lawyer to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonable necessary in Lawyer's judgment unless one or both of the clauses below are initialed by Client.

Lawyer shall obtain Client's consent before incurring any costs in excess of \$_____.

Lawyer shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses

(e) The parties anticipate the following costs and expenses in this matter which Client shall pay:

8 BILLING STATEMENTS. Lawyer will send Client periodic statements for fees and costs incurred. If Client requests a statement, Lawyer will provide one within 10 days, but no more frequently than thirty days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charges to be credited against the deposit (advanced fee), Client must notify Lawyer within ____ days of the billing statement date. If any statement carries a balance due, it shall be paid in full within ____ days after the date of such statement.

9 DISCHARGE AND WITHDRAWAL. Client may discharge Lawyer at any time. Lawyer may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Lawyer's advice on a material matter or any fact or circumstance that would render Lawyer's continuing representation unlawful or unethical. When Lawyer's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Lawyer will, upon Client's request, deliver Client's file, and property in Lawyer's possession whether or not Client has paid for all services.

Lawyer will maintain Client's file for ____ years after this matter is concluded. Client may request the file at any time during, upon conclusion of, or after conclusion of this matter. ____ years after the conclusion of this matter, the file may be destroyed without further notice to Client.

ALTERNATE LANGUAGE

Lawyer shall return Client's file to Client upon the conclusion of this matter. Lawyer may maintain at Lawyer's expense a copy (digital or paper) of Client's file solely for Lawyer's record.

10 DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this agreement and nothing in Lawyer's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Lawyer makes no such promises or guarantees. Lawyer's comments about the outcome of the matter are expressions of opinion only.

11 ARBITRATION In the event of a fee dispute, either party may request arbitration of the dispute before the Attorney Client Arbitration Board (ACAB) of the D.C. Bar. The parties agree to the exclusive jurisdiction and venue of the ACAB for resolution of any fee dispute under this agreement. This means that neither party shall initiate an action in D.C. Superior Court, or any other court, for the purpose of resolving a fee dispute. Following arbitration, if necessary, D.C. Superior Court, or any other court, may

be used for enforcement of an arbitration award. The parties may inform themselves about the arbitration process by contacting the ACAB at: 202-737-4700 ext. 3216.

12 ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13 SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14 MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by a later Agreement of the parties only by an writing signed by both of them.

15 EFFECTIVE DATE. This Agreement will govern all legal services performed by Lawyer on behalf of Client commencing with the date Lawyer first performed services. The dates at the end of this Agreement are for reference only. Even if this agreement does not take effect, Client will be obligated to pay Lawyer the reasonable value of any services Lawyer may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAWYER FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATION UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

Dated: _____

Client: _____

Address _____

Phone _____

Email _____

Dated: _____

Law Firm Name Here

By: _____

Sample language for Paragraph 2

Sample 1

Based upon the following facts, Client is requesting that Lawyer _____ answer the following question:

Facts:

Sample 2

The limited scope legal services to be provided are related exclusively to your defense in the civil action known as Jones v Jones Case # 12-3456 pending in D.C. Superior Court and will be specifically limited to the following actions: Consultation with Client; Drafting Request for Discovery, Drafting of Responses to Request for Discovery; Drafting of Motions pertaining to discovery; Preparing client for Depositions and Procedural Advice pertaining to the discovery process.

Sample 3

The limited scope legal services to be provided are related exclusively to your defense in the civil action known as Jones v Jones Case # 12-3456 pending in D.C. Superior Court and will be specifically limited to the following actions: Drafting a response and a motion in opposition to Plaintiff's Motion for Summary Judgment filed with the court on _____ and one court appearance for a hearing on summary judgment.

Sample 4

With respect to the scope of this legal representation, this agreement is limited in scope. Client requests that Lawyer represents Client's interest in the emergency custody hearing set for _____ 2014 at 2:00pm in the matter Jones v. Jones Case Number 12-12345 pending in D.C. Superior Court. The parties expect that this matter will take no more than three hours. Matters other than custody are excluded from this representation.

Sample 5

Check every item either **Yes** or **No** - do not leave any item blank. (Delete all text that does not apply or add specific details such as dates, hours or time limits wherever necessary):

Y N

- a) Give legal advice through office visits, telephone calls, fax, mail or e-mail;
- b) Advise about alternate means of resolving the matter including mediation and arbitration;

- c) Evaluate the client's self-diagnosis of the case and advise about legal rights and responsibilities;
- d) Review pleadings and other documents prepared by you, the client;
- e) Provide guidance and procedural information regarding filing and serving documents;
- f) Suggest documents to be prepared;
- g) Draft pleadings, motions and other documents;
- h) Perform factual investigation including contacting witnesses, public record searches, in-depth interview of you, the client;
- i) Perform legal research and analysis;
- j) Evaluate settlement options;
- k) Perform discovery by interrogatories, deposition and requests for admissions;
- l) Plan for negotiations;
- m) Plan for court appearances;
- n) Provide standby telephone assistance during negotiations or settlement conferences;
- o) Refer you, the client, to expert witnesses, special masters or other attorneys;
- p) Provide procedural assistance with and appeal;
- q) Provide substantive legal arguments in an appeal;
- r) Appear in court for the limited purpose of _____;

Other: _____.