**ATTORNEY/CLIENT HOURLY FEE AGREEMENT**

This Attorney/Client Hourly Fee Agreement (“Agreement”) is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Client Name] (“Client”) and the law firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Law Firm] (hereinafter, “Law Firm” and “Attorneys”), and contains the terms under which legal representation will be provided.

1. Scope of Representation
2. Client hereby employs Law Firm to represent Client for the purposes of \_\_\_\_\_\_\_\_\_\_. This Agreement contains terms under which legal representation will be provided.
3. Attorneys do not agree to provide consultation or legal advice involving other lawsuits or legal claims involving Client not covered by this Agreement.
4. The representation to be provided under this Agreement is for the preparation for and representation at trial of the Client’s claims. It does not include representation on any appeal filed by either the adverse party or the Client. Any further representation beyond the trial will be subject to a new written representation and fee agreement.
5. Attorneys’ Fees.
   1. The Law Firm takes into account many factors in billing of services rendered. The Client will be billed for time spent on its behalf, including without limitation, conferencing, telephone calls, drafting documents and pleadings, court appearances, attending depositions, attending mediations, research and analysis, preparation and travel.
   2. It is impossible to determine in advance how much time will be needed to perform a given task and the scope of duties often depends on factors beyond the Attorneys’ control.

c. For work performed on the Client’s behalf up to and including judgment, the hourly billing rate for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ is \_\_\_\_\_\_\_\_\_\_\_. Partners of the Law Firm bill at a rate of \_\_\_\_\_\_\_\_ per hour.

1. The above fee schedule may change from time to time. You will be notified thirty (30) days before a change occurs.
2. Costs.
   1. In addition to the attorneys’ fees earned by Attorneys, Client agrees to pay all costs that may be incurred by the Attorneys in pursuing the claim(s) of the Client. All costs shall be paid by Client to the Attorneys regardless of the outcome of this case and in addition to any fees earned by the Attorneys.
   2. Costs typically include, court filing fees, service of process charges, subpoena costs, witness fees, court reporter fees, mediator fees, local counsel fees, deposition costs, transcript costs, expert witness and consultant fees and expenses, long distance telephone charges, photocopying, and postage.
   3. The Law Firm may invoice the Client for costs advanced, if any. The Client hereby agrees to pay those costs thirty (30) days after invoice.
   4. Advancement and disbursement of costs shall be at the sole and reasonable discretion of the Attorneys.
3. Where permitted by law, the Attorneys shall seek a court award of costs. Upon being reimbursed for any costs advanced by the Attorneys from the opposing party, Attorneys will remit the remainder of any cost award to the Client.
4. Any costs advanced by the Law Firm shall be deducted from any net settlement or judgment before the disbursement of same to the Client.
5. Client is responsible for payment of all costs regardless of the outcome of this litigation. Client shall pay Attorneys reasonable attorneys’ fees and expenses incurred in collecting any and all unpaid costs from the Client.
6. Billing.
7. Hourly fees and costs/expenses will be billed to the Client monthly.
8. Payment is due within thirty (30) days of mailing of the statement unless otherwise agreed upon in writing by Client and Law Firm.
9. Settlement Proposals.

At some point during the course of the legal representation, a settlement proposal may arise which the Attorneys believe to be just and reasonable under the circumstances. Such a determination shall depend on the Attorneys’ evaluation of the combination of the harm and financial losses suffered by the Client, the state of the applicable law, and the likelihood of prevailing at trial. If the Attorneys recommend a settlement proposal and the Client refuses to accept said proposal, the Attorneys shall have the right to withdraw from representing the Client, and the Client agrees to pay the Attorneys a reasonable fee based on the Attorneys’ hourly rates as set forth herein for all work performed on the Client’s behalf and all costs incurred.

1. Settlement Authority and Assignment of Fees.

Neither settlement nor compromise of the claims against any opposing party shall be contingent upon the waiver of the fees earned by the Attorneys. No settlement of any nature shall be made for the Client’s claim(s) without the approval of the Client, nor shall the Client obtain any settlement without the prior notice and complete knowledge of the Attorneys.

1. Facts Not Known To Attorneys.
2. The Client hereby acknowledges that they have been truthfull and forthright with the Attorneys regarding the facts and circumstances surrounding the Client’s claim(s) and has disclosed the Client’s complete knowledge of the facts and the circumstances surrounding Client’s claim and all other facts which could affect the Client’s right to recovery and/or damages.
3. If, during the course of this representation, the Attorneys learn facts which were not disclosed to the Attorneys by the Client before Client signed this Agreement and said facts adversely affect, in the Attorneys’ opinion, the validity and/or value of the Client’s claim(s) and/or damages, the Attorneys shall have the right to withdraw from the Client’s case and the Client agrees to pay the Attorneys a reasonable fee based on the Attorneys’ hourly rates as set forth herein for all work performed on the Client’s behalf and all costs incurred.
4. Payment of Fees and Costs.

Any payment of fees and/or costs provided for by this Agreement shall be due either the date of the signing of the matter’s settlement agreement or receipt of any judgment/settlement proceeds by the Client, whichever is later.

1. Lien on Settlement or Other Recovery.

Client agrees and hereby acknowledges that the Attorneys shall have a priority lien against any recovery whether by settlement, judgment or otherwise, for the payment of any fees and/or costs under this Agreement and this priority lien shall have priority over any and all other claims and/or creditors.

1. No Guarantees.

It is understood and agreed that the Attorneys have made no guarantees or promises regarding the outcome (successful or unsuccessful) of the Client’s claim(s) and all comments concerning the potential outcome are a matter of opinion only.

1. Attorney Right to Withdraw.
2. Client understands that the Attorneys may withdraw or, if permission from a tribunal is required, seek permission to withdraw from representation in the event that investigation, depositions or other discovery leads the Attorneys to conclude that there is insufficient factual or legal basis for continuing to litigate Client’s case.
3. Client also understands that the Attorneys must withdraw from representation where it appears to the Attorneys that the Client is pursuing litigation merely to harass or maliciously injury a person/party or if continued representation will result in a violation of the Code of Professional Responsibility.
4. In the event the Attorneys are required to withdraw under this section, the Client agrees to pay the Attorneys a reasonable fee based on the Attorneys’ hourly rates as set forth above for all work performed on the Client’s behalf and all costs incurred.
5. Controlling Law/Venue.

Client agrees that any dispute arising under this Agreement will be governed by the laws (and not the conflicts of law) of the State of \_\_\_\_\_\_\_\_\_\_\_\_ and that venue for any suit, action or proceeding with respect to this Agreement shall be the Superior or Circuit Court of \_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_ or the United States District Court for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Interest/Cost of Collection.

Attorneys shall be entitled to interest at the appropriate statutory rate on all costs not paid within thirty (30) days of invoice. Attorneys shall also be entitled to interest at the appropriate statutory rate on all earned by unpaid fees under this Agreement. Moreover, Attorneys shall be entitled to all costs of collection, including reasonable attorneys’ fees and costs associated with the collection of all unpaid amounts (fees and/or costs).

1. Parties Bound.

This Agreement shall be binding on and inure to the benefit of the Attorneys and the Client, and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

1. Severability.

In the event that any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected and the Agreement shall construed as if the invalid, illegal or unenforceable provisions had never been contained therein.

1. Signature and Acknowledgment.

I acknowledge that I have read each provision of this Attorney/Client Hourly Fee Agreement; that I enter into this Agreement of my own free will, and that I fully understand and agree to all of the terms contained herein.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Client Printed Name]

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Printed Name of Lawyer, for and on behalf

of the law firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]