**RETAINER AGREEMENT**

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| --- | --- |
| **CLIENT INFORMATION** | Name:  Street Address:  City, State, Zip:  Telephones:  Email: Telephone: Telephone: Telephone: |

I hereby hire and authorize the law firm of Thomas L. DeBusk, P.C. to advise and represent me with respect to:

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

This legal work includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, and trial preparation and related work to properly represent me in this matter.

No resolution or settlement will be made without my consent. My attorneys shall expend their efforts and exercise their professional judgment on my behalf, and I authorize them to do what they deem reasonable and desirable to advise and represent me in this matter.

Compensation for Services Rendered

In consideration of the services to be rendered, it is understood and agreed that I will be billed on the following schedule

\_\_\_ A contingent fee, before expenses, of 33% of any recovery before trial, or 40% after trial.

\_\_\_ An hourly rate of $200.00.

\_\_\_ A fixed fee of $\_\_\_\_\_\_\_\_\_\_\_\_, which includes all work done up through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_ A deposit of $\_\_\_\_\_\_\_\_\_\_\_\_ has been paid, and I agree to pay an additional $\_\_\_\_\_\_\_\_\_\_\_\_ for future legal work, billed under the terms indicated by the above paragraphs bearing my initials, except for $\_\_\_\_\_\_\_\_\_\_\_\_ of the current and/or future deposit, which is set aside for the costs of representation.

\_\_\_ I understand that this agreement does not cover any appeals or the filing of any notices of appeal or retrial.

Payment of Costs

\_\_\_ I will pay all reasonable costs expended by my attorneys on my behalf, and will pay my attorneys in advance for any such costs when so requested. I understand that it is unethical for my attorneys to bear the costs of litigation brought on my behalf. I understand that such costs may include experts’ fees, Court costs, accountants’ fees, appraisers’ fees, service fees, investigator fees, deposition costs, messenger services, photocopying charges, telephone toll calls, postage, and any other necessary expenses in this matter.

Billing

\_\_\_ It is further understood and agreed that I will be billed for all services rendered not otherwise paid for or arranged for in advance. I will pay in full each bill rendered within thirty days of the date billed. I understand that on any bills remaining outstanding after sixty days, a 12% per annum interest charge will be assessed on the unpaid balance.

Communication with Third Parties

\_\_\_ I agree not to contact any clerk of court, witness, police officer, or any other person about this case without specific authorization from my attorney.

\_\_\_ I understand that my violation of the paragraph above may seriously prejudice my case.

Uncertainty of Litigation

\_\_\_ I understand that no member of the firm of Thomas L. DeBusk, P.C. has made any representation to me as to the outcome of this case, should it go to trial, nor of any sums that may be recovered either at trial or through out-of-court settlement.

Scope

\_\_\_ I understand that the foregoing fee schedule shall apply to all time expended by my attorney for office consultations, telephone conferences, preparation of pleadings and other documents, research, court appearances, travel time, negotiations and consultations with opposing counsel, counselors, investigators, and other professionals and para-professionals. This agreement does not cover any appeal or retrial. If either is necessary, my attorneys and I may enter into a new agreement upon such terms as we then agree are appropriate.

Complete Agreement

\_\_\_ I have read and do understand each provision on both pages of this Retainer Agreement.

Accepted:

for Thomas L. DeBusk, P.C. Date

Accepted:

Date

Accepted:

Date