

ATTORNEY CLIENT FEE AGREEMENT

This Attorney Client Fee Agreement ("Agreement") is entered into by and between Leland Faux, Esq. PLLC ("Attorney") and _____ ("Client").

1. **Scope of Work and Duties.** Client hires Attorney to provide general legal advice and representation regarding:

("Subject Matter"). Attorney will perform these services, keep Client informed of progress, and respond to Client's inquiries. This Agreement covers all preliminary work already performed by Attorney on these matters, as well as future services to be performed.

2. **Retainer.** In consideration of the professional services to be rendered to Client in connection with the referenced Subject Matter, Client hereby agrees to pay Attorney an initial retainer of \$_____. The accrued legal fees are billed and charged against the retainer periodically. Client agrees to replenish the retainer to the initial amount or as required by Attorney.

3. **Client's Duties.** Client agrees to provide Attorney such information, assistance, and cooperation as is necessary for Attorney to effectively perform its services under this Agreement. Client will timely pay Attorney's bills for fees, costs and expenses. Client will keep Attorney advised of Client's address, telephone number, and whereabouts during the pendency of this Agreement.

4. **Legal Fees, Billing Practices, and Personnel.** Attorney's fees will be charged a standard hourly rate as follows:

Attorney: \$____/hr

Paralegal: \$____/hr

Hourly rates are reviewed and, when appropriate, adjusted to reflect increases in experience as well as inflationary factors. Such increases are ordinarily made on an annual basis, effective as of the beginning of each calendar year, though increases may occur at other times.

5. **Costs and Other Charges.** Attorney may also incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in advance and in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by courts or other public agencies, long distance telephone calls (at cost), messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, computer assisted research fees, travel costs beyond SE Idaho if deemed necessary, investigation fees, court costs, filing and recording fees, expert witness fees, deposition

fees, process server fees, consultant fees, and other similar items.

6. **Statements.** Attorney shall send Client statements for fees and costs incurred on a periodic basis, generally monthly or at the conclusion of representation. These statements shall indicate the basis of the fees, including the hours worked, the billable rates charged, and a description of the work performed. Payment is due upon receipt. Client shall pay a 1% late fee per month on all outstanding balances which are not paid within thirty (30) days of each statement date. Client shall notify Attorney in writing if Client disputes any entry for legal services or costs on any Statement. If Client fails to do so within 30 days of the date of the Statement, all such entries shall be acknowledged as correct as between Attorney and Client.

7. **Disclaimer of Guarantee.** Attorney has made no representations, promises or guarantees to Client regarding the Services or the outcome of any resulting litigation. Attorney's comments about its services at any time during the performance of Services are merely expressions of opinion. Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of any particular dispute, negotiation, or Subject Matter.

Furthermore, Attorney cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will depend on the time and effort required to be devoted to the matter.

8. **Discharge and Withdrawal.** Client may discharge Attorney at any time. Attorney may withdraw from Client's representation at any time, to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay Attorney fees and costs in accordance with this Agreement for all work performed (and costs incurred) through termination

9. **No Waivers.** A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. **Counterparts.** This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the

parties in order for it to be binding upon all of the parties in accordance with these terms.

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended verbally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

12. Other Provisions

a. In the event any dispute arises between Client and Attorney, which cannot be resolved, Client and Attorney agree to resort to the Idaho State Bar's Fee Dispute Program.

b. In the event attorneys' fees and related costs are incurred to enforce this Agreement or to resolve a dispute under this Agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

c. Client further understands that if Client is not the prevailing party in a litigated matter, Client may be held responsible for the opposing party's attorney's fees and costs.

d. This Agreement becomes effective once it is signed by both parties and Client's deposits the Retainer.

CLIENT

Date: _____

Signature: _____

Name/Title: _____

Company: _____

Address: _____

City: _____ St: _____ ZIP _____

Phone: (____) _____

Email: _____

Attorney

Dated: _____