

AGREEMENT FOR ATTORNEY SERVICES

Dissolution Of Marriage

(Retainer Plus Hourly And/Or Flat Fee)

_____ [Client Name], hereinafter referred to as "CLIENT," agrees jointly and severally to pay LAW OFFICES OF EUGENE E. KINSEY (hereinafter "Attorneys") the sums specified below for the following services: DISSOLUTION OF MARRIAGE.

1. INITIAL RETAINER: (\$WAIVED) Immediately upon execution of this Agreement, Client shall pay to Attorneys an initial retainer in the amount specified in this Paragraph. This initial retainer is a FEE FOR INITIAL CONSULTATION, ACCEPTANCE OF THE CASE OR OTHER UNDERTAKING, AND CREATION OF A NEW FILE ONLY. THE INITIAL ATTORNEY RETAINER IS **NOT REFUNDABLE** AND SHALL NOT BE APPLIED TO ANY HOURLY FEE.

2. HOURLY FEE FOR ATTORNEY TIME: (\$300.00) In addition to the initial attorney retainer and additional flat fee specified below, Client promises to pay to Attorneys a fee of \$300.00 per working hour for each and every hour spent by a licensed attorney working on the above-described matter including but not limited to phone time, investigation, research, drafting, travel and court time. **MINIMUM BILLING:** Said hourly fee shall be billed in increments of no less than .25 hours; i.e. **Client shall be billed for .25 hours for each billable period of .25 hours OR PART THEREOF.**

3. FLAT FEE: (\$NOT APPLICABLE) In addition to other fees specified in this Agreement, Client shall pay to Attorneys the flat fee specified in this Paragraph for the following services: **NOT APPLICABLE**

4. MINIMUM FEE & ADVANCE PAYMENT: Client shall pay to Attorneys the minimum fee indicated below for the above-described services, exclusive of any and all costs of suit. Client understands that the said Minimum Fee is the **least** that Client shall pay to Attorneys for the above-described services and that the total fee to be incurred by Client may exceed the said Minimum Fee. The minimum fee is **EARNED UPON RECEIPT AND IS NOT REFUNDABLE.**

	MINIMUM FEE	TO BE PAID IN ADVANCE
INITIAL RETAINER	\$ _____	\$ _____
HOURLY ATTORNEY FEE	\$3,000	\$3,000
OTHER HOURLY FEES	\$ _____	\$ _____
FLAT FEE	\$ _____	\$ _____
TOTALS:	\$3,000	\$3,000

5. COSTS PAID BY CLIENT: (Minimum \$395 Court Filing Fee Plus Cost Of Process Service) In addition to attorney fees described above Client agrees to pay all costs which are reasonably necessary to perform the above-described service or to prosecute any court action which may be brought on behalf of Client in this matter or which are otherwise reasonably necessary in the representation of Client. Costs include but are not limited to court costs, process service fees, expenses of investigation, expenses of medical examination, computer database access, and the cost of obtaining and presenting evidence. Client shall immediately upon execution of this Agreement advance to Attorneys the sum described in this Paragraph for costs to be **placed in a trust account** for the benefit of Client. All costs which are not used **ARE REFUNDABLE.**

6. PAYMENT OF FEES: Client promises to pay Attorneys all sums due in full on or before the **fifth day after billing.** Should client fail to make any payment when due, Attorneys are authorized to withdraw from Client's trust account and pay the amount of any such payment to Attorneys without prior notice to client.

7. CREDIT CARD AUTHORIZATION: Client authorizes Attorneys to debit any credit card to which Client is signatory including but not limited to the following a) immediately for any returned check and/or b) for any and all sums due and unpaid on the Thirtieth (30th) day after the due date thereof:

Card [Visa, Mastercard, Etc.]: _____
Card Number: _____
Holder (Exact Name On Card): _____
Expiration Date: _____
Credit Card Billing Address: _____
Zip: _____
Pin: _____

8. LATE SERVICE CHARGE: If any payment or portion thereof due under this Agreement is not received by Attorneys within ten (10) days after the due date thereof, Client agrees to pay Attorneys, in addition to the payment due, a late service charge of five percent (5%) of the amount of such payment due and unpaid.

9. DISCLAIMER OF GUARANTEE: Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

10. ATTORNEY FEES FOR COLLECTION FROM CLIENT: In case suit or action is instituted to collect any sums due under this Agreement, Client agrees to pay such additional sum over and above the amount of Client's indebtedness to Attorneys as the court may adjudge reasonable as Attorney fees incurred in such suit or action.

11. ARBITRATION: Any dispute between the parties as to attorney fees and/or costs charged under this Contract shall be resolved as follows: If a fees and/or costs dispute arises, Attorney will provide Client with written notice of Client's right to arbitrate under the California State Bar Act (Bus.&Prof.C. §6200 et seq.). Client and Attorney may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved by another form of binding arbitration. Any other dispute arising under this Contract or in connection with the provision of legal services by Attorney, including, without limitation, any claim for breach of contract, professional negligence or breach of fiduciary duty, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

12. EFFECTIVE DATE: This agreement will not take effect and Attorneys shall have no obligation to provide legal services until Client both 1) returns to Attorneys a signed copy of this agreement and, 2) makes the entire advance payment specified in Paragraph 6 herein.

BY SIGNING THIS CONTRACT IN THE SPACE PROVIDED BELOW, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT TO ARBITRATE RESULTS IN WAIVER OF CLIENT'S RIGHT TO A COURT OR JURY TRIAL FOR ANY FEE DISPUTE OR MALPRACTICE CLAIM. THIS ALSO MEANS THAT CLIENT IS GIVING UP CLIENT'S RIGHT TO DISCOVERY AND APPEAL. IF CLIENT LATER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO DO SO, CLIENT MAY BE REQUIRED TO ARBITRATE PURSUANT TO THE PROVISIONS OF THE LAW. CLIENT ACKNOWLEDGES THAT BEFORE SIGNING THIS CONTRACT AND AGREEING TO BINDING ARBITRATION CLIENT IS ENTITLED, AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY, TO SEEK THE ADVICE OF INDEPENDENT COUNSEL.

EXECUTED at Seal Beach, California on [Date] _____, 20____.

CLIENT:

ATTORNEYS:

EUGENE E. KINSEY