

AGREEMENT FOR ATTORNEY SERVICES

Premarital Agreement

(Flat Fee)

_____, [Client Name] hereinafter referred to as "CLIENT," agrees to pay LAW OFFICES OF EUGENE E. KINSEY, hereinafter referred to as "ATTORNEYS," the sums specified below for the following services: PREPARATION OF PREMARITAL AGREEMENT AND ASSOCIATED DOCUMENTS

1. FLAT FEE: (\$1,500) Client shall pay to Attorneys the flat fee specified in this Paragraph for the services described above only.

2. COSTS PAID BY CLIENT: (\$NOT APPLICABLE) 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.**

3. CREDIT CARD AUTHORIZATION: Client authorizes Attorneys to debit any or all of the following of Client's credit cards a) immediately for payment of any fees or costs due under the terms of this Agreement.

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

4. 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.

5. 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.

6. 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 1 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 _____, 20____.

CLIENT:

ATTORNEYS:

By: _____
EUGENE E. KINSEY