

RETAINER AGREEMENT
for hourly representation

THIS RETAINER AGREEMENT for hourly representation ("Agreement") is dated as of this _____th day of _____month_____, ____year____, between Stephen M. Goldfarb Law Office, a Minnesota Professional Association, and

_____insert name of client_____ (hereinafter "Client"), For purposes of this Agreement, "Party" shall mean the Stephen M. Goldfarb Law Office or Client, and "Parties" shall mean Stephen M. Goldfarb Law Office and Client.

RECITALS

WHEREAS, Stephen M. Goldfarb Law Office is a Professional Association (hereinafter "Law Office" or "Attorney") located in St. Louis Park, Minnesota; and

WHEREAS, the principal attorney at Stephen M. Goldfarb Law Office, P.A., has dedicated his law practice of more than 40 years to the counsel and representation of ordinary people throughout the Twin Cities area with legal needs; and

WHEREAS, Client has sought the Law Office for legal advice and representation; and

WHEREAS, both Parties agree that Client is in need of legal advice and representation; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

ARTICLE I
SCOPE

1.1 Client has hired Stephen M. Goldfarb Law Office to represent Client in the matter of

In addition to Attorney, Stephen M. Goldfarb, other individuals in this Law Office maybe assigned to work on Client's case.

1.2 Client understands that Client's case may involve extremely difficult problems and may take a long time to settle or to take to trial. Law Office will work hard on Client's case and represent Client competently, diligently and will faithfully pursue the interest of the Client. Client must pay for Law Office's services no matter how the case comes out.

ARTICLE 2
COMMUNICATIONS

2.1 Law Office shall keep Client informed of all developments relating to Client's case and will send Client copies of all letters and court papers. Law Office may give Client advice in advance when Client has important decisions to make and will explain the legal issues involved. Law Office will bill you 20 cents per page for each photocopy sent to the Client. Client is responsible for reasonable costs of photocopying their file or charges incurred for copies made outside the office.

**ARTICLE 3
COMPENSATION AND INVOICING**

3.1 Legal Fees.

Client has agreed to pay Attorney at the following rates for time spent working on Client's case:

- A. \$275.00 per hour for all attorney time spent on Client's case in the office during normal working hours; all travel time; all attorney court time; all out-of-office time during normal working hours; and services performed at your request during evenings, weekends, and holidays;
 - B. \$125.00 per hour for investigative or legal assistant time spent on Client's case;
 - C. All costs and expense as billed.
- Law Office will charge Client for time spent traveling to and from court hearings and meetings involved in Client's case and for time spent waiting when a court hearing or meeting does not start on time. Time is charged in 6-minute increments and the hourly rates can be changed on 60 days' notice.

Client has also agrees to reimburse Law Office for any out of pocket costs, which Law Office pays while working on Client's case. These types of costs include, for example, court filing fees, fees to process servers, computerized legal research time, copying charges and long distance telephone charges.

3.2 Retainer Fees.

Client has agreed to pay Law Office an initial retainer of \$_____ to be deposited in a trust account. Law Office shall submit bills periodically to Client as outlined in Section 3.3, for services provided by the Law Office. The bill may also include other fees, charges, and expenses.

3.3 Billing Procedures.

On or within fifteen (15) calendar days after the last day of each calendar month, Law Office shall prepare and submit to Client an invoice for previous monthly actual costs and charges for Services performed under this Agreement.

All invoices shall be submitted to Client and shall be itemized by Law Office by service categories. All Parties' contact information for billing and payment shall be set forth in the bill.

As bills become due, Law Office will charge the trust account approximately ten (10) days after the payment due date. If the Client's contribution to the Trust Account has been depleted and further representation is needed to continue the case, the Client has agreed to make additional payments to continue the services. Client's account shall be paid in full within thirty (30) days from the date of billing. If Client has not paid in full within 30 days from the date of billing, Law Office shall cease work on Client's case. In the situation where Client has not paid the account in full within sixty (60) days from payment due date, Law Office shall withdraw from representation.

Law Office has agreed to accept credit cards ONLY on the basis that disputes are to be handled through the Hennepin County Fee Arbitration Committee rather than any credit card dispute process.

3.4 Late Payments.

If trust account is not kept current, amounts owed to Law Office more than thirty (30) calendar days beyond the payment due date shall accrue interest for each calendar day such invoice is not paid. Client shall be assessed a late charge of .50 % per month on all bills that are not paid within thirty (30) calendar days of billing date; this is an annual percentage rate of 6%. The charge for late payment can be changed upon 60 days' notice. Attached to this Agreement are a copy of the Law Firm's Policy Regarding Payment of Fees and Costs, and a copy of the procedure Client should follow in case of questions or errors on Client's billing statement.

3.5 Billing Disputes.

In the event Client disputes a bill or portion thereof, or disputes any other claim or adjustment, Client shall provide Law Office with written notice of the objection at that time. Once the notice of objection is received by the Law Office, the dispute shall be submitted to the Hennepin County Fee Arbitration Committee for a binding arbitration. Please note that if Client does not submit a written objection to the bill within 10 days of the payment due date, the amount of the bill will be deemed settled or agreed upon and the amount of the bill will be withdrawn from the trust account.

3.6 Collection Fee.

Client agrees that if Law Office finds it necessary to refer this matter to a collection agency or another attorney to collect on the bill, Law Office is permitted to collect the costs of collection together with the amount due as reasonable attorney's fees, collection agency charges, outstanding fees due to Law Office, plus interest charged in addition to the amount owed.

**ARTICLE 4
FEE SPLITTING PROVISION**

4.1 (THIS PARAGRAPH APPLIES ONLY IF CHECKED) _____

Client's approval shall be sought before an attorney from another firm works on Client's case. The attorney from another law firm who works on Client's case does not have joint responsibility and does not get paid in proportion to the services provided. Law Office shall draft a letter confirming the arrangement.

**ARTICLE 5
OTHER MATTERS**

- 5.1** Unless otherwise expressly stated in Agreement, representation does not include an appeal of Client's case. Each party to a legal proceeding has available certain alternatives which will affect the amount of time and money expended in the proceeding. Since the time spent on each matter varies, as does the nature and amount of work necessary to achieve a desired result, it is not possible to accurately estimate the services necessary or the total amount of fees and expenses, which will be required for Client's case.

**ARTICLE 6
COURT ORDERED ATTORNEY'S FEES**

6.1 (THIS PARAGRAPH APPLIES TO DIVORCE CASES ONLY)

In a divorce case, the court sometimes orders one spouse to help pay the other spouse's attorney's fees. If Client's husband/wife is ordered to pay the Law Office fees, and does so, Law Office will deduct from Client's bill any money Law Office receives. However, Client remains responsible to Law Office for any outstanding amount on Client's bill, even if the court has ordered Client' husband/wife to pay all or part of that amount.

**ARTICLE 7
WITHDRAWAL**

- 7.1** Law Office has the right, at its discretion, to withdraw from Client's case if Client has misrepresented or failed to disclose material facts to the Law Office, if Client fails to follow Law Office advice, if Client has been unreasonably litigious, if Client does not pay their fees outlined in

this Agreement, or for other reasons. Likewise, Client may discharge Law Office at any time for any reason. Client shall be responsible for any fees and costs incurred prior to Law Office's withdrawal or discharge, including time expended to turn over Client's file and other information to you or to substitute counsel. Law Office shall make every effort to protect Client's interests if Law Office withdraws or are discharged.

**ARTICLE 8
ATTORNEY'S LIEN**

- 8.1** In the event that Client does not pay their fees in full, Law Office shall have a lien against any cause of action, judgment, money, or property involved in, affected by any action, or proceeding in which Client has employed Law Office.

_____ If checked, Client agrees to execute the attached Grant of Attorney's Lien. Law Office shall get an express homestead waiver from Client and any other owner.

**ARTICLE 9
CASH PROPERTY SETTLEMENTS**

- 9.1** Should Client receives any cash property settlements as part of Client's case, Client agrees to have these monies deposited into Law Office trust account. Client gives Law Office the authority to pay any balance due to Law Office out of these monies before transferring the balance to Client, unless otherwise agreed prior to receipt of these funds. Law Office shall be paid in full on or before transfer of any property to Client.

**ARTICLE 10
TAX ADVICE**

- 10.1** Law Office representation does not include rendering tax advice to Client. Client must seek such advice from an accountant or other financial adviser.

**ARTICLE 11
WARANTY**

- 11.1** Law Office is not able to warrant or guarantee specific results. Law Office can only do the best they can for their clients.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, effective as of the date first written above.

Client's Signature

Client's Name

Date

Stephen M. Goldfarb Law Office P.A.

Date: _____

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