

CONTRACT FOR LEGAL SERVICES

Parties:

THIS AGREEMENT is made on the _____ day of _____, **2012**, in Plano, Collin, Texas, between _____ ("Client"), and Reeves Law Firm, P.C. ("Attorney"):

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

Purpose of Representation

CLIENT hereby retains and employs ATTORNEY to represent CLIENT in: _____

ATTORNEY's services will consist of drafting pleadings, court appearances, telephone conferences, travel, investigative work, legal research, review of material received from all sources, drafting of incidental correspondence, participation in settlement conferences, and other necessary preparation the mediation or trial proceedings.

This agreement does not include presentation of this case to any appellate court or preparation of motions ancillary to this representation. If appeal is necessary, client and attorney will consider the appeal as a separate and distinct cause of action requiring a new fee arrangement.

Retainer and Legal Fees

In consideration for ATTORNEY's acceptance of this case, CLIENT has agreed to deposit with ATTORNEY a retainer in the amount of \$_____ which shall be deposited in ATTORNEY's Client Trust Account. Thereafter, CLIENT's case shall be billed monthly for services rendered as follows:

Attorney time	\$250.00/hour
Private Investigation	\$85.00/hour
Paralegal time	\$75.00/hour

All services, including telephone conferences, are billed in six (6)-minute increments regardless of the actual time spent.

ATTORNEY will produce monthly billing statements for CLIENT and At the time of each billing, the amount of legal services and expenses billed by the Attorney shall be disbursed from the Attorney's Trust Account to the Attorney's Operating Account.

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CLIENT further agrees that if the retainer falls below \$_____ or is otherwise exhausted, CLIENT will deposit an additional retainer amount determined at that time by the attorney in charge of CLIENT's case based on the reasonably expected time required to complete the case. Upon conclusion of the case and closing of the file, ATTORNEY will issue a final billing statement and if any funds remain in CLIENT's retainer issue a check to CLIENT for said funds.

CLIENT expressly acknowledges that it is impossible to predict accurately all that will be required to represent CLIENT's legal interests in this matter, both present and future. Specifically, CLIENT acknowledges that it is impossible to predict accurately the total amount of time, legal fees or other professional fees and/or other costs that may be involved in representing CLIENT in this case. CLIENT has been cautioned at the outset that sometimes (and not infrequently) complexities develop in areas where they are not expected by the CLIENT or ATTORNEY including matters which result from extreme bitterness and hurt feelings, or because of substantial property interests. CLIENT is aware that family law cases may become unreasonably time-consuming as a result of the parties personal feelings or desires and ATTORNEY has made no express or implied representations or guarantees concerning the outcome of CLIENT's case or how long this matter will take to complete.

Additional Expenses

CLIENT further agrees to promptly reimburse ATTORNEY for incidental expenses related to CLIENT's case, such as court costs, travel expenses (*parking, reasonable airfare or mileage for travel outside the Collin/Dallas County area related to the case*), postage, Service of Process cost, retaining the services of a private investigative firm, document reproduction cost, and photocopies at \$0.15 per copy. These expenses will be itemized on CLIENT's monthly billing statement.

In addition to the retainer, CLIENT will be responsible for payment of fees charged by other professionals who may be involved in this case by mandate of the Court or request of the parties. Such professionals may include a Mediator, a Psychologist or Social Worker to perform home studies, social studies, or evaluation of the children subject of this suit and if the adoption proceeds, background checks by the Department of Public Safety. Furthermore, these other professional expenses will be billed directly to CLIENT by the service provider and are not a part of legal services to be rendered.

Client's duties

CLIENT is responsible for making consequential decisions. Such decisions include but are not limited to decisions to settle some or all of the issues in this case, dismiss the cause of action, or take this matter to jury trial.

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CLIENT will appear and attend all hearings and appointments in this matter and if a hearing or appointment cannot be attended to provide ATTORNEY as much advance notice as possible so that a Motion for Continuance can be made or other appointments scheduled.

CLIENT agrees to assist ATTORNEY to the extent possible by furnishing a list of potential and necessary witnesses and to communicate with said witnesses in regards to scheduling those witnesses to appear on reasonable notice.

CLIENT agrees to to comply with all of ATTORNEY's reasonable requests in connection with the preparation and presentation of this case including but not limited to answering discovery and providing information necessary to draft forms and pleadings in this case.

CLIENT agrees to refrain form conduct which would make ATTORNEY's representation in this matter unnecessarily difficult, including but not limited to violating court orders or contacting CLIENT's spouse or his or her attorney or otherwise confronting witnesses or other parties in this case.

CLIENT agrees that failure to make payment timely or to otherwise perform obligations under this agreement will be grounds for the firm's withdrawal from representation.

Attorney's Duties

ATTORNEY will use make reasonable efforts to keep CLIENT advised on how the case is progressing, based on information received from the court, from the other side, and CLIENT.

ATTORNEY will use best efforts to expedite the appropriate disposition of this case consistent with the time limitations imposed by law and the protection of CLIENT's present and future legal interests.

ATTORNEY will further provide as much information as is reasonably available in order to assist CLIENT in making consequential decisions. While these may well be some difficult decisions for you to make. It is an ATTORNEY's responsibility to advise CLIENT on the legal ramifications of the decisions, but *CLIENT* must make the actual decisions.

Withdrawal as Counsel of Record

The parties to this contract agree and understand that ATTORNEY is an employee at will. CLIENT may terminate the attorney-client relationship at any time for

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cause. If CLIENT elects to terminate the relationship, CLIENT shall provide notice in writing of the termination along with request for CLIENT's file. CLIENT will thereafter cooperate with ATTORNEY's request to file a formal withdrawal and/or substitution of counsel. CLIENT will remain liable for any legal services rendered before notice is provided and received.

CLIENT agrees that ATTORNEY may terminate the attorney-client relationship and withdraw from further representation for any of the following reasons:

1. CLIENT's failure to cooperate and comply fully with any reasonable request by ATTORNEY related CLIENT's case;
2. CLIENT engaging in conduct or making statements that render it unreasonably difficult for ATTORNEY to carry out the purposes of employment;
3. CLIENT insisting that ATTORNEY engage in conduct that is contrary to ATTORNEY's judgment and advice; or
4. CLIENT's failure to pay fees and costs as provided in this agreement.

Attorney-Client Privilege

Conversations between an attorney and client are protected by law and by the disciplinary rules to which attorneys are subject.

No attorney can be compelled to reveal any confidential communications, except in accordance with section 261.101 of the Texas Family Code regarding child abuse, which states that if a professional (which includes your attorney and employees of your attorney) has cause to believe that a child has been abused or neglected or may be abused or neglected or that a child is a victim of an offense under section 21.11 of the Texas Penal Code, and the professional has cause to believe that the child has been abused as defined by section 261.001 or 261.401 of the Texas Family Code, the professional shall make a report not later than the forty-eighth hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under section 21.11 of the Texas penal Code.

The reason for this confidentiality protection is that the experience of many hundreds of years has proved that the interests of the client are best served when the client's attorneys are fully informed of *all* the facts well in advance of any possible contest. Your candor will assist us tremendously in representing you; it is doubly protected by law and the disciplinary rules and is very much encouraged. You can rely on us to be candid with you, as well.

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Miscellaneous Provisions

If the court grants ATTORNEY or ATTORNEY's firm a judgment against CLIENT's spouse for attorney's fees, it will remain CLIENT's responsibility to pay the firm in accordance with the terms of this letter contract. ATTORNEY will then credit CLIENT's account credit for sums collected if, as, and when the sums are paid, less reasonable costs (including attorney's fees) incurred by the firm in collecting them.

Tax considerations are sophisticated and often complex. Therefore, although tax considerations are addressed in each case, ATTORNEY's services do not include tax advice, and CLIENT will be expected to obtain independent tax advice about any division or award of property in this case before entering into any settlement agreement.

ATTORNEY reserves the right to convert the CLIENT's file to digital/PDF format and destroy the original documents three years from the date the file is closed.

The Texas Supreme Court and Courts of Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. CLIENT acknowledge ATTORNEY has advised CLIENT of the contents of the creed commensurate with the execution of this agreement.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar will provide information to clients who call 1-800-932-1900.

CLIENT hereby agrees that, if CLIENT should at any time become displeased or dissatisfied with any aspect whatsoever of ATTORNEY's legal representation, or if CLIENT should at any time have any serious question concerning that representation, CLIENT will *immediately notify* ATTORNEY of that fact in writing by *certified mail, return receipt requested*.

Privacy Policy Notice: Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected our clients' right to privacy. In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services that

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we provide so as to assist our client with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards

ACCEPTED AND AGREED TO BY THE PARTIES:

The undersigned parties do hereby acknowledge that they have read and agree to the terms and conditions of this contract for legal services, consisting of six (6) typewritten pages.

By: _____
ATTORNEY

By: _____
CLIENT

Date: _____

Date: _____