

**Information & Instructions: ~~Attorney-client fee letter agreement for a family law matter~~**

**PREVIEW**

1. The following letter may be used to establish the attorney-client relationship and establish the terms of representation.

**Form: Attorney-client fee letter agreement**

[Date]

**ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

[Client's name]  
[Client's address]

**PLEASE DO NOT COPY**

Dear [Client's salutation]:

We are pleased that you have selected our firm to represent you. This letter will outline the basis upon which we have agreed to provide legal representation to you in connection with the matter(s) described in Exhibit "A" which is attached to this agreement.

As we have discussed, we cannot guarantee any expected outcome or conclusion of your legal matter due to numerous and complicated factors which are beyond our control. We will, however, within the bounds of legal ethics, provide reasonable and competent services to represent and protect your legal interests.

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You agree to keep our office advised of your home and business addresses so that we can locate you during the day or evening hours. If your matter involves litigation, you may be required to attend Court appearances and comply with discovery requests and deposition notices.

If your matter requires negotiation, we will negotiate with the opposing party on your behalf in order to settle or resolve your dispute. We will not conclude or settle your matter without your approval.

Please do not communicate with any of the parties, witnesses or attorneys in the case without our involvement. If our representation is to collect money owed to you, either in the form of a contingency representation or hourly rate, you grant us a lien on your claim or cause of action and upon any sum of money or property to be recovered in order to secure any unpaid attorney's fees or costs incurred as discussed in this letter. All moneys collected shall be disbursed through our office.

**THANK YOU**

If our representation is to collect money owed to you, either in the form of a contingency representation or hourly rate, you hereby grant us a lien on your claim or cause of action and upon any sum of money or property to be recovered in order to secure any unpaid attorney's fees or costs incurred as discussed in this letter. All moneys collected shall be disbursed through our office.

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It is the firm's policy to either require payment of a flat fee or payment of a deposit pursuant to the hourly rate fee schedule. Both deposits are nonrefundable. The deposit shall be retained by the firm and we shall deduct our fees as matters are billed.

**PREVIEW**

We have agreed upon:

**[Select a flat fee or hourly rate]**

[A flat fee of \$ [Amount]

[List the items included in the flat fee.] or [See Exhibit B which is attached to this agreement.]

[List items that are not included in the flat fee.]

Please be advised that any work which is not included in the flat fee, will be billed at our firm's hourly rate.

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OR

An hourly rate of \$ [hourly rate]. Time is kept in quarter hour increments and the hourly charge is the time that the attorney allocates for the matters performed on your behalf.]

It is our policy to undertake representation only after we have received a nonrefundable deposit in the agreed to amount. We acknowledge receipt of your check in the amount of \$[Deposit amount]. If the case is disposed of before the initial deposit is exhausted, you are not entitled to a refund.

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[If appropriate, add: You will be invoiced monthly if your deposit is not sufficient to cover the charges due. We shall, at our option, either request a new deposit or we shall bill you on a monthly basis for services rendered. Each billing will set forth a summary of the legal work performed, fees earned and costs, and the amount of your credit with or debit owed to our firm. Under the firm's structure the hourly rate for the attorney's time may vary by attorney and more than one attorney may be working on your matter at any given time.]

The attorney's fees do not include costs of court, depositions, appraisal fees, mileage charges, parking expense, long distance telephone charges, postage, copy and certified copy expenses, delivery charges, and any other out-of-pocket costs. Those costs will be treated as additional expenses and will be included in our bill.

**THANK YOU**

Depending on the expenses anticipated in handling your matter, we may also require you to advance costs and place a deposit to cover the same. You also agree to pay those reasonable expenses. If you do not promptly make payments to us as requested, we reserve the right to immediately withdraw from representing you in any and all matters that the firm is handling. You agree to the withdrawal.

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This Agreement is performable in [City], [County's name] County, Texas. All moneys owed hereunder are to be paid at our office in [City], [County's name] County, Texas. Jurisdiction and venue of any dispute arising hereunder are also performable in [County's name] County, Texas.

**PREVIEW**

You empower us with your Power of Attorney to sign Court or other legal documents which may be required in the course of your case. You also will designate our law firm as your Attorney-at-Law and In-Fact to act in your name, sign legal pleadings on your behalf and to perform the acts necessary and appropriate to effect the above described legal representation.

All rights and obligations owed to our firm shall be joint and several by your company and you individually as indicated in the spaces provided for below.

**TAX DISCLOSURE AND ACKNOWLEDGMENT:**

**PLEASE DO NOT COPY**  
THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING HIS OR HER LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

**THE CLIENT SHOULD HAVE HIS OR HER CERTIFIED PUBLIC ACCOUNTANT OR TAX ATTORNEY DETERMINE IF THE ESTATE IS TAXABLE AND IF THE LEGAL WORK THAT IS TO BE PERFORMED UNDER THIS AGREEMENT, HAS OR MAY HAVE TAX IMPLICATIONS OR CONSEQUENCES TO THE CLIENT OR ANY OF THE CLIENT'S INTERESTS.**

**THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME TAX RETURNS.**

**THIS DOCUMENT**

Please sign in the space provided below so that we may begin working on your behalf. We appreciate your trust in our firm and look forward to working with you. If you have any questions concerning our fees or your legal matter, please call me at [Attorney's phone number].

Very truly yours

**THANK YOU**

[Attorney's name]

Signed on \_\_\_\_\_.

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[Client's name]

**PREVIEW**

[Attorney's name]

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**THANK YOU**

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Form: Exhibit "A" to fee letter agreement

# PREVIEW

EXHIBIT "A"

[Date]

**ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

1. Facts that gave rise to representation:
2. When did it happen?
3. What caused the need for legal services?
4. Witnesses names, addresses and phone numbers:
5. What do you want the attorney to do for you?
6. Legal research required (to be filled out by attorney):
7. Attorney recommendation (to be filled out by attorney):

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Form: Exhibit "B" to fee letter in uncontested divorce

# PREVIEW

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## **EXHIBIT "B" UNCONTESTED DIVORCE**

### **Items Included in a Flat Fee Arrangement:**

1. Meet with the Client, review the information and factual background applicable to the matter.
2. Prepare an Original Petition and file it with the court.
3. Prepare a Waiver of Citation assuming the client is able to have the respondent sign the waiver.
4. Meet with the client and the opposing side to consummate an Agreed Divorce Decree. This is limited to two hours of meetings and to two revisions. All revisions and meetings thereafter are charged at the attorney's hourly rate.
5. Attend one uncontested hearing to finalize the divorce.

### **Items Not Included In a Flat Fee:**

1. To obtain service on the respondent.
2. If the divorce becomes a contested matter, in any way, all matters dealing with temporary support, temporary injunctions, etc., shall be handled on a hourly basis.
3. If the client makes more than two revisions or changes to the divorce decree.
4. Any and all discovery work including but not limited to, depositions, legal research, interrogatories, motions to produce, request for admissions, etc.
5. Any post-judgment pleadings that may be required or requested.
6. Any and all review analysis/judgment that may be required in order for one spouse to obtain pension rights, benefits, or monies from the other spouse.
7. Any and all legal research, advice or work that may be required as a result of tax considerations.
8. Settlement negotiations, other than the one provided to in the flat fee arrangement above.

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9. Any attorney Ad Litem or Guardian Ad Litem fees.

10. Any matter other than those listed above under the flat fee arrangement including:

**PREVIEW**

**PAYMENT OF OUT OF POCKET EXPENSES:**

In both Flat Fee and Hourly matters, the client is required to pay for any and all out of pocket expenses incurred in connection with his or her case, including but not limited to the following expenses:

filing fees, court costs, certified copies of documents, pleadings, orders, etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone and fax calls, appraisal fees, consultants' expert witnesses' and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road and mileage expenses, out-of-town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.

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**TAX DISCLOSURE AND ACKNOWLEDGMENT:**

**THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVISE REGARDING HIS OR HER LEGAL MATTERS SINCE DIVORCE AND OTHER LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE CLIENT SHOULD HAVE HIS OR HER CERTIFIED PUBLIC ACCOUNTANT OR TAX ATTORNEY DETERMINE IF THE LEGAL WORK THAT IS TO BE PERFORMED UNDER THIS AGREEMENT, HAS OR MAY HAVE TAX IMPLICATIONS OR CONSEQUENCES TO THE CLIENT OR ANY OF THE CLIENT'S INTERESTS.**

**THIS DOCUMENT**

**THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME TAX RETURNS.**

**FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE DIVORCE.**

**THANK YOU**

COMMENTS

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Signed on \_\_\_\_\_ **PREVIEW**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Company

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THE TEXAS LAWYER'S CREED  
A MANDATE FOR PROFESSIONALISM  
**PREVIEW**

"I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

**THIS DOCUMENT**

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and not a sign of weakness.
5. I will advise my client of proper and expected behavior.

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6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse my role or indulge in an offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I preserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

### III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions, and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, efficient, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and if appropriate, the Court or other persons, as soon as practicable when hearings, depositions, meetings, conferences or closings are canceled.
6. I will agree to reasonable requests for extension of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunities to respond.

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8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

**PREVIEW**

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony toward opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

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11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identify of opposing counsel, without first inquiring of that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

**THIS DOCUMENT**

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from abusive and excessive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

**THANK YOU**

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

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IV. LAWYER AND JUDGE

# PREVIEW

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

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**THANK YOU**

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Form: Letter confirmation of representation (contract enclosed)

**PREVIEW**  
[Date]

[Client Name]

[Address]

Regarding: Confirmation of Interest in Representation

Dear [Client Salutation]:

This letter confirms the executed contract of employment and serves as a reminder that you should not discuss the matter of employment with any person. Rather, have them contact this office with any communication regarding the matter.

**PLEASE DO NOT COPY**

Very truly yours,

[Attorney's name]

Enclosures

**THIS DOCUMENT**

**THANK YOU**

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