

Form: Employment letter agreement to handle a family law matter

PREVIEW
[Date]

[Client Name]

[Address]

Regarding: Agreement for Legal Services

Dear [Client Salutation]:

This letter is intended as confirmation of the agreement made between you and this law firm for the provision of legal services to be rendered and for attorney's fees to be paid as compensation for those services.

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You, [Petitioner Name], are the client and [Name the Law Firm] is the Law Firm for representation relating to the following matters:

[Basis for Employment]

Legal services will be provided for the matter specified. The agreement does not entail representation of any other matter not listed above and specifically excludes any appellate court proceeding or any matter ancillary to the matter specified. Other matters which may arise will be the subject of separate, subsequent agreements between the law firm and the client.

Legal services include, without limitation:

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- a. Legal counsel and advice relating to the matter for employment;
- b. All necessary pleadings;
- c. All necessary court appearances, including the time involved in making docket calls or announcements and the time which is spent at the courthouse while waiting for hearings;
- d. Legal research;
- e. Correspondence with other attorneys and with the client;
- f. Negotiation, alternative dispute resolution, and trial; and
- g. Closing documents, including execution of instruments of conveyance.

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The client will pay the reasonable attorney's fees charged, considering the following factors which determine how fees are charged:

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a. The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

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b. The likelihood, if apparent to Client, that the acceptance of the particular employment will preclude other employment by Firm;

c. The fee customarily charged in the locality for similar legal services;

d. The amount involved and the results obtained;

e. The time limitations imposed by Client or by the circumstances;

f. The nature and length of the professional relationship with client;

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g. The experience, reputation, and ability of the lawyer or lawyers performing the services; and

h. Whether the fee is fixed or contingent.

The client will pay an advance retainer of \$[Amount] for fees and expenses for legal services provided by the law. The advance shall be paid prior to the law firm's initiation of representation. The advance amount will be deposited into the IOLTA Trust Account of the Law Firm. When incurred, at the discretion of the Law Firm, the trust deposit will be billed for current fees and expenses. In the event that there are no available funds in the client's trust account, the client will be billed for such charges which are due within a reasonable time.

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The agreement includes a minimum fee in the amount of \$[Amount]. This amount shall be paid prior to the beginning of representation by the firm. The minimum fee is non-refundable and will not be returned to the client. It is paid to secure the employment services of the Law Firm and retains the Firm from any consultation with an opposing party in the pending matter.

Hourly services will be billed as follows:

Primary Attorney	\$[Amount] per hour
Associate Attorney	\$[Amount] per hour
Legal Assistant	\$[Amount] per hour
Paralegal	\$[Amount] per hour
Law Clerk	\$[Amount] per hour
Secretarial	\$[Amount] per hour

THANK YOU

The hourly rate applies to all legal services provided by the firm to the client.

If there are sufficient funds on deposit in the Law Firm's IOLTA account, all expenses which are billed to the client shall be paid from that trust account. The trust balance will be billed at hourly rates and chargeable expenses until the minimum fee has been exceeded.

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Hourly fees apply to all time spent on the case, including the time expended in attorney-client telephone conferences, conferences with the opposing attorney, and all witnesses in the case. The hourly fee applies to all consultation with other persons involved in the case and applies to legal research, conferences, court time, court waiting time, and any other matter deemed appropriate by the law firm, in the law firm's exercise of its professional discretion.

The hourly rate is billed to the client in increments of (.25) hour (15 minutes), even though the actual time spent is only a portion of the minimum quarter hour unit.

When the amount of the hourly charges exceeds more than [Percent to Replenish] percent of the amount already paid as a minimum retainer to the law firm, a trust replenishment amount of \$[Amount] shall be deposited with the law firm. The additional 'retainer' is to cover further charges and expenses in the client's matter. The Law Firm will notify the client whenever there is an additional deposit to be made, which will be placed in the IOLTA account of the firm.

The Law Firm will send a bill to the client when amounts are due or when the amount of the hourly charges exceed the minimum retainer fee. The Client agrees to promptly pay the full amount of the bill, which is due no later than 30 days from the billing date.

This agreement does not create any obligation for the Law Firm to recover attorney's fees or expenses from the opposing party in this case. The award, if any, of attorney's fees or expenses by the court does not affect the amount of fees which are owed to the law firm. If the fee due the firm has not been paid by the opposing party, the client shall pay the fees which are due on the basis specified in this agreement. If attorney's fees are recovered through the court, and there is no amount due the Law Firm, then the balance will be returned to the Client.

Both the client and the Law Firm are aware of the amount of time which is required to prepare for and to prosecute the trial or hearings involved in the prosecution of this case. The client understands that, in the event of a trial or hearing, the "trial time" will be a substantial proportion of the total expense involved in prosecuting the client's matter. The Law Firm may require that the Client deposit an additional amount to secure the expenses of trial at any time up to 30 days prior to the scheduled hearing date.

The client agrees to reimburse the Law Firm for expenses incurred in providing legal services to the client, including, but not limiting expenditures to the following:

- a. Costs of court.
- b. Telephone charges, including long-distance calls and facsimile (FAX) transmissions.
- c. Portable cellular telephone calls.
- d. Discovery expenses, including depositions incurred in pretrial.

e. Court filing fees.

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- f. Citation and other fees for process servers.
- g. Expenses Investigation expenses.
- h. Postage costs, including Certified mail.
- I. Travel expenses (mileage at Internal Revenue Service rates).
- j. Travel expenses (for out-of-town travel), as billed.
- k. Copier expenses at the rate of 15 cents per page.

These expenses will be billed along with hourly charges, on 30-day intervals. The Client shall pay the expenses as charged within 30 days from the date of billing.

As previously stated, this agreement is solely for the prosecution of the client matter which is the subject of the agreement. It does not provide for appellate costs in the event of an appeal, which will be the subject of a subsequent agreement.

Both the client and the Law Firm recognize the necessity of mutual cooperation. The client shall assist the Law Firm where possible and necessary to secure witnesses, and to participate in the prosecution of the law suit by the following actions:

- a. Assist the Law Firm in the identification and interview of witnesses, including ensuring that they are available for trial.
- b. Provide all documents and evidence as requested, by the Law Firm or by opposing parties, particularly in requests for discovery which are made within the provisions of the Texas Family Code or Rules of Court.
- c. Answer in timely fashion any discovery request by the opposing party.
- d. Be available at such reasonable times as may be necessary to consult with the attorney in the case.
- e. Be available for all court-related matters such as depositions, hearings or a trial on the merits of the cause.

The Law Firm and the Client recognize that it is the public policy of the State of Texas and the law that all reasonable efforts be made to bring about an out-of-court resolution of the case. The Client agrees to cooperate with the signing of any "Good Faith" negotiation clause required by any pleading and to participate in any voluntary or court ordered Alternate Dispute Resolution procedure as may be appropriate for the case. Any other method of settlement will be attempted, as may be possible, including, but not limited to conferences between the attorneys and the parties in the case, and if still not successful, mediation. A trial will be there only if settlement is not reached with the consent of the Client.

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The Law Firm will communicate all relevant matters to the client regarding potential settlement discussions and the firm confirms that the client's approval is a prerequisite to the settlement of the case. The client will also inform the Law Firm of any settlement negotiations or agreements.

At any time the client may discharge the Law Firm from this agreement, provided however, that any fees and expenses incurred at that time shall be paid by the client. The client agrees to provide, in writing, any notice of displeasure or dissatisfaction with the services provided by the Law Firm. The notice from the client will be by certified mail, return receipt requested.

Both parties affirm their desire to resolve any problem as soon as practicable. The Law Firm may not be able to proceed with preparation of the case, and the client will need sufficient time to obtain the services of another law firm.

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The law firm may withdraw from the provision of further legal services upon the event of any of the following:

- a. the law firm is required to withdraw because a member of the firm is or should be a witness in the case.
- b. a lawyer's physical, mental or psychological condition materially impairs the lawyer's fitness to represent the client; or
- c. the law firm is discharged by the client.

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Further reasons which may cause the Law Firm to withdraw include occasions in which the client fails to comply with the fee arrangements in this agreement or the client fails to cooperate in the prosecution of this case. The firm may withdraw if the client fails to comply with any term of this agreement.

Prior to termination of its employment with the client, the firm will give the client ten days written notice to the client by certified mail, return receipt requested.

The agreement authorizes the law firm to obtain the services of certain professionals to assist in preparation and prosecution of the client's matter. Included, without limitation, are court reporters.

The client authorizes the law firm to employ certain professionals on behalf of the client when such services are desirable in this case. The professionals include court reporters, expert witnesses, consultants, appraisers, investigators, accountants, and mental health professionals. The client will be consulted prior to the employment of such professionals. This agreement confers the client's understanding and obligation to pay all fees and expenses incurred by any professionals in conjunction with the prosecution or preparation of the client's matter.

THANK YOU

If required by the professional or the Law Firm, this agreement authorizes the advance payment or any fees or expenses to be incurred by or on behalf of the professional. As soon as may be practicable, the Law Firm will give notice to the client of such charges. The client agrees that the Law Firm is

not to pay any of these expenses, which are the sole expense of the client. Failure to make payments as requested, may result in a professional malpractice claim in the client's case.

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A lien arises to the benefit of the Law Firm against all of the fees advanced or paid by the client for legal services. The lien attaches against all unpaid fees or expenses under this agreement.

This agreement will be performed in [Suit County] County, Texas. The address listed in the agreement will be the place of payment for all fees and expenses incurred in performance of the agreement.

No representation or guarantee has been made as to the outcome of this representation.

The agreement contains the entire agreement of the parties. There are no terms of the agreement not contained herein.

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In the event of any dispute concerning this agreement, the client and the law firm agree to participate in alternate dispute resolution to resolve differences between the parties which is constituted of binding arbitration which will be held in the city in which this agreement is performed. The parties agree that no legal proceedings may be introduced pertaining this agreement other than enforcement proceedings regarding the award of the arbitrator. In the absence of agreement as to the identity of an arbitrator to mediate any dispute which arises, each party will select an arbitrator who will join to select the third arbitrator. In the failure of one party to submit the name of an arbitrator, the name submitted by the other party will arbitrate the matter. In any event, the arbitrator selected will determine a final and binding decision on the parties after an arbitration meeting which will be based upon the preponderance of evidence from a session held under the Texas Rules of Evidence. The arbitrator's decision will be submitted to the parties within five days of said session, by regular United States Mail.

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Nothing in the services of the law firm will constitute tax advice.

[Attorney's name]

Please indicate your acceptance and approval of the agreement.

Date Accepted:

THANK YOU

[Client Name]

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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.

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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 voice 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.

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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.

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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.

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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

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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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