

Information & Instructions: Short attorney fee agreement for hourly clients.

PREVIEW

1. The following form is a short written fee contract that may be used to employ the attorney.
2. The agreement is shorter than the standard written contract which follows this form.
3. This form may be preferable in some instances (if it is believed that a long agreement would confuse or scare the client).

Form: Short attorney fee agreement for hourly clients.

FEE AGREEMENT FOR LEGAL SERVICES

I, the "Client" employ [Attorney's name], the "Attorneys," to represent me in the following described legal matter.

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[Describe the legal services to be furnished]

The attorneys' minimum estimated legal fee in this matter is \$[Amount]. In the event the total value of Attorneys' time at \$[Hourly rate] per hour exceeds this stated fee, then the Client agrees to pay the total hourly charges, instead of the stated minimum fee.

In addition to legal fees, Client also agrees to pay all reasonable expenses incurred by Attorneys in this matter, including but not limited to, postage, copies, long distance telephone calls, travel and filing fees, etc.

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Responsibility to provide legal services will be accepted and work will begin when Attorneys receive \$[Amount] as an advance deposit against the above stated minimum fee and expenses. The minimum fee is deposit is non-refundable; the cost deposit is refundable, less expenses actually incurred.

Attorneys are authorized to employ other persons or firms deemed necessary for the proper handling of this matter, at Client's expense, subject to the professional responsibility requirements to which Attorneys are subject to. This right shall not obligate the Client for any expense more than \$500 without the Client's prior approval.

Unpaid legal fees and expenses, if not paid within 30 days of the billing date shall accrue interest at the rate of [Amount] percent per annum until paid.

THANK YOU

Should the Attorneys find it necessary to resort to litigation in order to collect the attorneys' fees and expenses owed pursuant to this Agreement, then the Client shall be liable for reasonable attorneys' fees, costs, and expenses thereby incurred. Venue for any action shall be in [City], [County's name] County, Texas.

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Attorneys have the right to cease legal work and withdraw from representing the Client and keep all funds received for legal services and expenses if Client does not make payments as requested by Attorneys, subject to the professional responsibility requirements to which Attorneys are subject.

Any sums collected from any opposing party will, when received by Attorneys, be first credited against the Client's obligation to the Attorneys.

No promise or guarantee has been made as to the outcome of this matter. I acknowledge that the Attorneys may engage other attorneys to work on my case or the Attorneys may refer my case to another law firm and may receive a referral fee from the other attorney.

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

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TAX DISCLOSURE AND ACKNOWLEDGMENT:

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.

Client has read this Agreement and agrees to each of the terms and conditions stated in it.

Signed on _____.

THANK YOU
[Client's name]

[Attorney's 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.

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.

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Very truly yours,

[Attorney's name]

Enclosures

THIS DOCUMENT

THANK YOU

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Information & Instructions: ~~Transmittal letter to a new client regarding the fee agreement & client information~~

PREVIEW

1. The following letter is confirms a meeting or phone conversation whereby the client requested the attorney to perform legal services.
2. The transmittal letter includes a copy of a legal fee agreement, a client information sheet and a New Client Letter.

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THIS DOCUMENT

THANK YOU

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Form: Transmittal letter to a new client regarding the fee agreement & client information

PREVIEW
[Date]

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

[Client's name]

[Client's address]

Dear [Client's salutation]

Enclosed in this envelope is the information which I referred to in our discussion. Please review the enclosed letters and documents. Thereafter, please sign your name on the appropriate lines which require your signature. We have placed "signature tabs" on the pages which you should sign.

After you have signed the papers, please return the following original documents to my office:

1. Attorney Consultation & Fee Contract
2. [List other documents, if any].

After we have received the papers, we can begin to represent you. You should keep a copy of the above documents for your records.

Please carefully read the "New Client Information Letter". After you have read the letters, please complete the Client Information Form and return it to my office. If you need assistance in completing any of the forms, or have questions, please call me.

Very truly yours,

[Attorney's name]

THANK YOU

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