

Information & Instructions: ~~Attorney fee agreement for hourly clients~~

PREVIEW

1. The following form is a longer written fee contract. It may be used to employ the attorney. Use this fee agreement for transactions that require a more detailed statement of the legal fee arrangement.

Form: Attorney fee agreement for hourly clients

ATTORNEY CONSULTATION AND FEE CONTRACT

THIS AGREEMENT is made on _____, in [Address, county and state],
between [Client's name], and [Attorney's name]:

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

1. PURPOSE OF REPRESENTATION

1.1 The Client hereby retains and employs the Attorney to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of the [state the nature of the claim i.e. child custody dispute] [date of event] [potential defendants].

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2.1 In consideration of services rendered and to be rendered by the Attorney, the Client agrees to pay [hourly rate] Dollars per hour for the Attorney's time, however, if the Client's claim is governed by a statute or law which sets the Attorneys' fees, and the law precludes any other fee arrangement other than the amount set by law, then the amount payable to the Attorney shall be limited to the maximum allowed by law.

2.2 The Client agrees to deposit a non-refundable retainer of \$[Amount] with the Attorney to pay for the Attorney's initial research, review and preparation of the Client's case.

2.3 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.

a. Each billing will reflect the legal services rendered and the deposit necessary to cover the estimated legal services and expenses for the next billing period.

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b. The Client agrees to make such additional deposits for expenses as are required by the Attorney within ten (10) days of each billing.

c. Unpaid fees and expenses, if not paid within thirty (30) days of the billing date, shall bear interest at the rate of % [Amount] percent per annum until paid.

3. ASSIGNMENT OF INTEREST

3.1 The Client assigns to the Attorney, an interest, to the extent herein indicated in Section 2, to the client's claim and cause of action, and in any compromise, settlement, judgment, payment of services, profit or recovery thereon

3.2 All sums due and to become due are payable at the Attorney's office in [County's name] County, Texas.

4. APPROVAL NECESSARY FOR SETTLEMENT

4.1 The attorney is authorized to enter into any and all settlement negotiations on behalf of those whom the attorney represents as the attorney deems appropriate. This includes, but is not limited to, the attorney's prerogative to pursue cash or structured payment settlement negotiations.

4.2. Client grants to the attorney a power of attorney to handle negotiations and settlement discussions regarding the Client's legal matter to the same extent as fully as the client could do so in person.

a. This expressly includes the right to sign client's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to the attorney and the client, the attorney, or to the client without the joinder of the attorney, submitted to the attorney on behalf of the client in full or partial settlement of this case.

b. This limited power of attorney further authorizes the attorney to place the moneys, referred to above, in the attorney's trust account and from that trust account, make distributions and payments to the attorney for the agreed to fee stated above, reimbursement to attorney for any and all expenses incurred by the attorney in handling this case, payment to client of client's interest in the moneys recovered as stated above, and payments to parties other

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than client and attorney for their services performed, fees charged or bills rendered in connection with representing client, including but not limited to expert witness fees, trial preparation bills paid to outside services, court reporter fees, deposition fees, investigative services, costs of exhibits or other expenses incurred by attorney on behalf of Client.

4.3 No settlement shall be made without the Client's approval, nor shall the Client obtain any settlement on the aforesaid claims without the Attorney's approval.

4.4 Attorney is granted a limited power of attorney so that the attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation including settlement and/or reduce to possession any and all moneys or other things of value due to the Client under this claim as fully as the Client could do so in person.

5. REPRESENTATIONS

5.1 It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the case and the Attorney has not represented to the Client that the Client will recover all or any of the funds so desired. The Client has also been informed that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment.

6. DEDUCTION OF EXPENSES

6.1 All reasonable expenses incurred by the Attorney in the handling of this project shall be paid by Client as incurred.

6.2 The expenses contemplated include but are not limited to court costs, consultants' costs, bonds, records, copy costs, certified copies, transcripts or depositions, telephone calls, duplication costs, photographs, expert and other witness fees, investigation fees, postage, travel, parking, and any other case expenses. The client shall deposit with Attorney an expense deposit in the amount of \$[Amount] which shall be deposited in the attorney's trust account. The Attorney may draw against the expenses in the trust account as the expenses are incurred.

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6.3 Any expenses not timely paid by Client shall be deducted by the Attorney prior to the Client receiving his interest in the amount set forth above. The Client shall remain liable and promptly pay for all expenses incurred in this representation.

7. COOPERATION OF CLIENT

7.1 The Client shall keep the Attorney advised of Client's whereabouts at all times, and provide the Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required. The client shall comply with all reasonable requests of the Attorney in connection with the preparation and resolution of the client's legal matter.

7.2 The Attorney may, withdraw from the case and cease to represent the Client for any reason, including without limitation: Client's failure to timely pay fees and expenses or deposits in accordance with this Agreement, subject to the professional responsibility requirements to which Attorneys are subject.

7.3 It is further understood and agreed between the parties that upon such termination of any services of the Attorney, any of Client's deposits remaining in Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to Client.

8. ASSOCIATION OF OTHER ATTORNEYS OR SERVICES

8.1 The Attorney may, at the sole discretion and expense of the Attorney, employ any other person or services that the Attorney believes is necessary to help or assist in this legal representation.

8.2 The Attorney may assign or refer this case to another attorney. The other attorney may or may not be associated with the undersigned attorney. The other attorney may pay the undersigned attorney a referral fee out of the total attorney's fees paid in this matter if allowed by the professional responsibility requirements to which Attorneys are subject to.

8.3 The rights set forth in this Section are subject to the professional responsibility requirements to which Attorneys are subject.

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9.1 This Agreement shall be construed under the laws of Texas, and all obligations of the parties created hereunder are performable in [County's name] County, Texas.

10. PARTIES BOUND

10.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

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11.1 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. PRIOR AGREEMENTS SUPERSEDED

12.1 This Legal Fee Agreement constitutes the sole and only Legal Fee Agreement by and between the parties. It supersedes and prevails over all other oral or written agreements between the parties concerning the subject matter discussed in this agreement.

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.

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I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed on _____.

[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.

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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 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.

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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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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

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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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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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