

RETAINER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2008 between the Law Offices of David R. Green, called "ATTORNEY" and _____ called "CLIENT". CLIENT hires Law Offices of David R. Green, and any attorneys, law clerks, paralegals, and legal assistants, hired (as employees or independent contractors) now or in the future by the Law Offices of David R. Green, to do the following legal work:

Client shall cooperate with ATTORNEY by attending any scheduled appointments, hearings, meetings, or trial(s) relative to the instant matter and should client's address or telephone number change, CLIENT shall immediately inform the office. If client fails to so cooperate, or otherwise perform the agreements set forth herein, ATTORNEY may withdraw from representation.

All services in this matter by the ATTORNEY will end, unless otherwise agreed upon in writing signed by both ATTORNEY and CLIENT, when there is a final agreement, settlement, decision or judgment by the court. Not included within the scope of ATTORNEY'S representation are appeals from any judgments or orders of the court, or from any decision rendered by any administrative body. Appeals are subject to separate discussion and negotiation between the ATTORNEY and CLIENT. Also, not included in the scope of this agreement are services the CLIENT may request of ATTORNEY in connection with any other matter, action, or proceeding.

Finally, CLIENT has been told, recognizes and understands that ATTORNEY has made No GUARANTEE promising the success or outcome of this case.

WHO WORKS ON THE CASE

ATTORNEY has the right to bring in other lawyers to work on this case. Also, CLIENT gives the power for all lawyers, law clerks, paralegals, legal assistants and interns who are now working for ATTORNEY as employees or independent contractors or individuals who are hired in the future, to work on this case.

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CASE CONTROL

CLIENT gives ATTORNEY the right to take all steps in this case that the ATTORNEY believes worth doing, including filing lawsuits or other legal papers. When ATTORNEY believes it is right to do so, ATTORNEY will give way to the CLIENT to make decisions.

BILLING PROCEDURE

CLIENT is principally responsible for attorney fees resulting from this representation and CLIENT shall pay a FLAT FEE of \$_____.00 for all work to be performed and more fully described above. A retainer of \$_____.00 (as a down-payment) before any action is taken on said matter is required prior to ATTORNEY commencing work under this agreement.

OR

CLIENT is principally responsible for attorney fees resulting from this representation and CLIENT shall be charged at a rate of \$_____.00 per hour (for David R. Green, Esq.) for all work to be performed and more fully described above. Client shall pay a retainer of \$_____.00 (as a down-payment) before any action is taken on said matter. You will be billed at this rate anytime an attorney works on your file, including but not limited to, time spent writing, reviewing and signing letters, file review, legal research, preparing or responding to interrogatories or other information gathering procedures, preparation of court papers, telephone or conference time with CLIENT, relatives, friends or other persons involved in the case, depositions, meetings with experts, travel time from the office and return, court appearances (which includes waiting time for a judge, the opposing attorney or a courtroom to open up) and any other time spent and/or work performed relating to CLIENT'S case. All time will be charged in increments of two-tenths of an hour, minimum.

CLIENT billing statements will be run at the discretion of the ATTORNEY or by request of the CLIENT, however, no later than every 180 days. **CLIENT AGREES THAT ALL LEGAL FEES EARNED AND COSTS INCURRED DURING SUCH PERIOD MAY BE DEDUCTED UPON BILLING FROM THE RETAINER ON DEPOSIT.** If the retainer runs out, client **MUST** advance further funds to be placed on retainer prior to the ATTORNEY continuing with representation.

CLIENT is primarily responsible for all attorney fees and costs incurred in this matter and said fees will be paid pursuant to this Agreement, even if the court should award the attorneys fees to client from an adverse party.

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Payment in full for all billing statements are due within thirty (30) days from the date billed. Bills not paid within thirty (30) days will be charged a late charge at a simple interest rate of eighteen percent (18%) per year. Additionally, if full payment is not received within thirty (30) days of the billing, ATTORNEY may elect, at ATTORNEY'S sole option, enforcement of the obligation through legal process. CLIENT agrees to pay any and all fees and costs incurred in the collection and enforcement of this Agreement, including but not limited to attorney fees.

CLIENT agrees to pay a \$20.00 service charge, in addition to any and all bank charges, if CLIENT writes a check that is returned for any reason whatsoever, including insufficient funds or stop payment order.

PAYMENT OF COSTS

CLIENT shall also be responsible for advancing all costs and expenses relative to the instant matter, including: postage, recording fees, title company charges, court costs, mileage, parking, appraisals, sheriffs fees and any other necessary costs incurred or advanced by attorneys on behalf of client.

CLIENT UNDERSTANDS THAT IT IS ATTORNEY'S POLICY NOT TO ADVANCE ANY COSTS. CLIENT BY SIGNING BELOW, UNDERSTANDS AND AGREES THAT NO PAPERS CAN BE FILED WITH THE COURT OR SERVICE OF PROCESS MADE OR APPRAISALS OBTAINED UNTIL CLIENT HAS DEPOSITED THE MONEY INTO ATTORNEY'S TRUST ACCOUNT. IF THERE ARE EMERGENCIES WHEN ATTORNEY ADVANCES ANY COSTS, CLIENT SHALL REIMBURSE ATTORNEY IMMEDIATELY UPON ATTORNEY'S REQUEST. FAILURE OF CLIENT TO REIMBURSE ATTORNEY MAY RESULT IN ATTORNEY WITHDRAWING FROM CLIENT'S FILE.

ARBITRATION

In the event that a dispute arises between ATTORNEY and CLIENT relating to the payment of fees, you may have a right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

TERMINATION

CLIENT may end this Agreement, with or without cause, in writing to ATTORNEY at any time, but CLIENT shall be responsible for any bill for services rendered up to that occurrence. ATTORNEY shall return the CLIENT'S original file promptly after this Agreement ends, subject to

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If client requests all or a part of the file from attorney, either during representation or upon or after termination of representation, client shall be liable to attorney for a charge of .25 cents per page.

BINDING AGREEMENT

CLIENT understands that there are to be no additions, strike outs, changes or waivers of any kind whatsoever to this Agreement unless the change is in writing and signed by both ATTORNEY and CLIENT. Further, CLIENT understands that this Agreement applies to this case only, not to other cases or legal problems.

OTHER TERMS

CLIENT understands that CLIENT has the right to talk to another lawyer before signing this Agreement.

CLIENT swears or affirms that he or she has read, understands and agrees to this aGREEMENT and has been given a copy of it. Regrettably this retainer must be so formal, but it is important for you to understand that we are entering into a professional business relationship. It is important that you fully understand all of the terms of our relationship as this understanding will give both of us a firm foundation for our relationship.

CLIENT acknowledges by signing this agreement that ATTORNEY reviewed with CLIENT the STATEMENT of CLIENT'S RIGHTS and the STATEMENT of CLIENT'S RESPONSIBILITIES, a copy of which was provided the CLIENT

AGREED TO BY:

CLIENT:

CLIENT:

ACCEPTED BY:

DAVID R. GREEN, ESQ.

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