**ADVANCE RETAINER FOR FAMILY LAW CASE - Experienced**

This agreement is between:

CLIENTS INFORMATION: ATTORNEYS INFORMATION:

John Doe Robin Hood Law Firm

DOB 12/25/00 Robin Hood (novice)

5555 W Example Dr Phone Number: 555-555-5555

Phoenix, AZ 85000 555-555-5555

Email Email

Phone Number: 555-555-5555 Bar Number

PERSON PAYING FOR REPRESENTATION:

John Doe

5555 W Example Dr

Phoenix, AZ 85000

Email

**SCOPE OF SERVICES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADVANCE RETAINER PAID TO ATTORNEY:** **$\_\_\_\_\_\_\_\_\_\_\_**

**HOURLY FEE ATTORNEY AGREED TO WORK UNDER: $\_\_\_\_\_\_\_\_\_\_\_ per hour**

**Legal Assistant (non-attorney) hourly fee (if applicable): No more than $115.00 per hour.**

**YOURBESTLAWYER.COM FEE: Attorney has already paid for this portion.**

**WHAT IS COVERED:**  Representation for Family Matter stated above until retainer runs out, at which point, client will have to give another advance deposit through YourBestLawyer.com

**COSTS:** You agree to pay for all actual out-of-pocket costs Attorney incurs on your behalf. Typical costs include: filing fees, service of process, depositions, expert witness fees, travel expenses, long-distance telephone calls, outgoing fax, Federal Express, courier services, and delivery charges, photocopying, and online database retrieval charges (Lexis, Westlaw, etc.).

Attorney may elect to cover certain out-of-pocket costs on your behalf, but Attorney reserves the right to seek reimbursement from you. You agree to reimburse Attorney for such out-of-pocket costs. Attorney will not incur costs on behalf of you without first obtaining your written consent.

**ADVANCE DEPOSIT(S):** You agree to pay an advance deposit for fees. The advance deposit(s) will be deposited into the Attorney’s client trust account. Attorney will deduct fees and costs from the advance deposit(s) as fees are earned or costs are incurred. Attorney may require an additional advance deposit of fees or costs. Attorney will refund to you any balance of the advance deposit(s) remaining after the representation has concluded.

Attorney may elect to cover certain out-of-pocket costs on behalf of you, but Attorney reserves the right to seek reimbursement from you. You agree to reimburse Attorney for such out-of-pocket costs. Attorney will not incur costs on behalf of you without first obtaining your consent.

**ADVANCE DEPOSIT(S):** You agree to pay an advance deposit for fees. The advance deposit(s) will be deposited into the Attorneys client trust account. Attorney will deduct fees and costs from the advance deposit(s) as fees are earned or costs are incurred. Attorney may require an additional advance deposit of fees or costs. Attorney will refund to you any balance of the advance deposit(s) remaining after the representation has concluded.

**CLIENT’S RESPONSIBILITIES:** Attorney cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with Attorney and to provide promptly all information known or available to Attorney that is relevant to your representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing Attorney of changes in your address and telephone numbers.

**SETTLEMENT:** Attorney will not enter a settlement without your consent.

**STATEMENTS**. Law firm shall send Client periodic statements for fees and costs incurred. Client agrees to promptly review each statement and contact Law firm with any questions.

**DISCHARGE OR WITHDRAWAL**. Client may discharge law firm at any time. Law firm may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with law firm or to follow law firm's advice on a material matter or any other fact or circumstance that would render law firm's continuing representation unjust or unethical.

**TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:** **THIS PARAGRAPH DOES NOT INVOLVE YOURBESTLAWYER.COM, IF YOU TERMINATE REPRESENTATION BEFORE ATTORNEY HAS COMPLETED SERVICES, YOU WILL HAVE TO PROCESS A CANCELLATION AND REFUND THROUGH THE ATTORNEY.** Either party may terminate the representation at any time, subject to attorneys’ obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation. Unless previously terminated, Attorney representation will terminate upon completion of the legal services described in this agreement. You understand Attorney has no continuing obligation to represent you unless you retain Attorney to provide additional advice or services.

**REFUND:** **THIS PARAGRAPH DOES NOT INVOLVE YOURBESTLAWYER.COM, IF YOU TERMINATE REPRESENTATION BEFORE ATTORNEY HAS COMPLETED SERVICES, YOU WILL HAVE TO PROCESS A CANCELLATION AND REFUND THROUGH THE ATTORNEY**. **The attorney is entitled to prepare a detailed itemization with a minimum hourly rate for the attorney at the agreed rate above and bill for assistant at no more than $115.00 per hour.**

**DOCUMENT RETENTION:** At the end of the representation, Attorney will turn over the file to you. If you do not want the file, you agree the file may be destroyed in accordance with our document retention policy. Currently, it is Attorneys policy to destroy files five years after the termination of the representation.

**ARBITRATION OF FEE DISPUTES:** If a dispute arises between you and the Attorney regarding fees, the parties agree to resolve the dispute through the State Bar’s Fee Arbitration Program.

**NO ADVICE REGARDING THIS FEE AGREEMENT:** No one is acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, it is recommended you consult with independent counsel of your choice.

**NO EXPRESSED GUARANTEE, PREDICTION OF RESULT OR ACCOMPLISHMENT. Client understands that NO ONE employed in the legal field can make any guarantees, promises, predictions, expectations or statements regarding the disposition, result or outcome of the above matter.**

**COUNTERPARTS**. This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

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CLIENT Date THIRD PARTY Date

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ATTORNEY Date