**FLAT- FEE AGREEMENT FOR DUI CASE - Novice**

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 Email

Email Bar number

Phone Number: 555-555-5555

PERSON PAYING FOR REPRESENTATION:

John Doe

5555 W Example Dr

Phoenix, AZ 85000

Email

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

**FLAT FEE PAID TO THE ATTORNEY:** **$\_\_\_\_\_\_\_\_\_\_\_** **Paid in full** **OR**

**PAYMENT PLAN:** **$\_\_\_\_\_\_\_\_\_\_\_** **DOWN PAYMENT and # Monthly Payments of $\_\_\_\_\_\_\_\_\_\_\_ per month due on the \_\_#\_\_ of every month starting on \_\_\_DATE\_\_\_**

**TRIAL FEE: $1,500.00 (most DUI cases never go to trial; this is just in case it does).**

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

**WHAT IS COVERED:** Representation for DUI and MVD Hearing. Trial and appeal are not included.

**COSTS NOT COVERED WITH FLAT FEE:** RETEST OF BLOOD WORK / EXPERT WITNESSES (E.G., A PHLEBOTOMIST TESTIFYING AT TRIAL) / TRIAL / SECOND TRIAL / APPEALS / PROBATION VIOLATION HEARINGS / REVIEW HEARINGS / POST CONVICTION RELIEF / FINES & CLASSES / PRIVATE INVESTIGATION / IMMIGRATION HEARINGS / ADMINISTRATIVE HEARINGS / MOTION TO SET ASIDE / MOTION TO VACATE JUDGMENT / MOTION TO SEAL RECORDS / If an appeal (civil or criminal), special action or retrial is necessary, a new fee arrangement will have to be negotiated for representation on those matters.

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.

**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 REPRESENATION 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 no less than $200.00 per hour and bill for assistant at $75.00 per hour.**

**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 you that is relevant to Firm’s 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 hired agrees that he/she will not enter a settlement without your consent.

**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 Attorney’s policy to destroy files five years after the termination of the representation.

**THIRD PARTY**: Your legal fees are being paid by a third party. Both you and the third party must understand that Attorney owes you ethical duties of confidentiality and communications to you, not to the person paying the fees. All decisions regarding the legal status and strategy of your case shall be discussed only with you unless you give express written permission. Any refund shall be returned to the party who provided the funds.

**COMMUNICATIONS:** Attorney will make every reasonable attempt to return all phone calls within 24 hours. Attorneys encourage email communications as well. Non-lawyer staff may be directed to communicate with you, if appropriate. Attorney will not communicate confidential information about the representation to third persons, including your family members, unless you specifically direct Attorney to do so. Attorney will send you copies of all relevant documents and correspondence received in the case so that you can maintain a complete file of the legal matter. All communication with you and your attorney will be billed for in accordance with the terms of the fee agreement.

**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