*Following is the agreement for hourly rate clients used by Barbara S. Hughes of the Madison, Wisconsin, firm of Hill, Glowacki, Jaeger & Hughes, LLP. These clients have more complicated issues and situations, and the time to be devoted will be dictated by client needs and the complexity of the issues involved. Posted on June 17, 2015.*

**AGREEMENT TO PROVIDE LEGAL SERVICES**

The law firm of Hill, Glowacki, Jaeger & Hughes, LLP agrees to provide the following legal services to you:

\_\_ Legal advice and document preparation regarding estate planning. This will include the following documents:

\_\_ Assistance in obtaining a guardianship and/or protective placement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , typically covered by a separate flat fee agreement. In the event that the guardianship is withdrawn before the final hearing, you will be billed for the time spent on the case, not to exceed the flat fee, unless there has been a contest to the guardianship in which case you will be billed on an hourly basis.

\_\_ Legal advice regarding eligibility and qualification for Medical Assistance.

\_\_ Assistance in qualifying for Medical Assistance.

\_\_ Other:

We will **not** be advising you concerning the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Billing Method**

Hourly Rate Method. Our fees for representing you will be billed at an hourly rate of $\_\_\_\_\_\_\_ per hour for legal services provided by Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_. Other attorneys working on the file will be billed at their customary rates which range from $\_\_\_\_\_\_\_ per hour to $\_\_\_\_\_\_\_ per hour. If our legal assistants or paralegals provide services, their time is billed at their respective hourly rates, which vary, but do not exceed $\_\_\_\_\_\_\_\_. You will be billed for all time spent on your case, including telephone calls, document review, conferences, travel time, document drafting, correspondence, emails, legal research, and all other time spent in representing you. Time will be billed to the nearest one-tenth of an hour, except that a minimum of two-tenths of an hour will be billed for each telephone call. The above billing rates are effective for the calendar year of 2015. We adjust our rates annually effective January 1.

**Information Applicable to all Fee Arrangements**

In addition to the fees for legal services, you will be billed an additional charge equal to 2.25% of the legal fees covered by each invoice for miscellaneous expenses such as ordinary postage, routine photocopying, printing incoming email and facsimile transmissions, local telephone, and the like. You will also be billed the other out-of-pocket costs and disbursements which are incurred in representing you, such as filing fees, recording fees, costs for large volume photocopying and large volume facsimile transmission printing, long distance telephone charges, certified mailing fees and other special postage fees, delivery charges and travel at the rate approved by the Internal Revenue Service.

Further, you understand that (1) all areas of law are subject to frequent changes; (2) after the services covered by this representation agreement are concluded and current term of representation has ended, it will not be possible for the law firm of Hill, Glowacki, Jaeger & Hughes, LLP or Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to contact you each time a change in the law occurs; and (3) you will be responsible to contact us or another attorney periodically for information and legal advice concerning the effects of such changes in the law. **[Be aware that making gifts may have an impact on future qualification for Medical Assistance and other means-tested public benefits programs, and that public benefits programs and government policies are subject to change at any time.]** Before taking future steps discussed in our conference(s) or our letters to you, including application for Medical Assistance and/or COP at a later date, you will contact us again to make sure that such steps remain an appropriate course of action under the law at that time.

**Email Communications**

You are welcome to communicate with us through email. If you do, we will assume you want us to respond through this convenient method of communication as well. You should understand that this medium of communication is not secure, and its use may waive the attorney client privilege and allow others to find out what we are discussing. We treat and bill for email correspondence in the same way as other methods of communication. Also, you need to understand that while an email may arrive at our firm very quickly, it may not result in answers or actions any more rapidly than a letter sent via U.S. mail. If the recipient is out of the office, it may result in a delay longer than for a mailed letter. If your communication is urgent, please telephone our office and speak with the attorney or legal assistant to verify that we have received and reviewed your email.

**Billing and Payment**

Bills will be sent monthly, except in the case of guardianship or estate planning, where the bill will generally be sent when the matter is completed. (Uncontested guardianships will generally be subject to a separate flat fee agreement.) In addition to cash, we accept VISA and MasterCard. You agree to pay the law firm as the matter progresses.

**All bills are due and payable within 30 days of the invoice date. Bills outstanding for more than 30 days will bear interest at the rate of 12% per year (prorated** daily) on the unpaid balance until paid in full. The "unpaid balance" shall include fees, expenses and advanced costs, if any. In addition, the firm will pass through to the client any fees the firm incurs due to the client's unpaid check returned by a financial institution or client's credit card payment rejected by the financial institution. Non-payment of your bills and any other failure to comply with the terms of this Agreement constitute a ground for us to terminate and withdraw from representation pursuant to the rules of professional conduct.

Please review your billing statements carefully and promptly upon receipt. If you dispute the amount of fees on a billing statement, within 30 calendar days of the billing statement date you must notify the firm of the specific item(s) which you dispute, and explain why you believe the charge is incorrect. When a fee is disputed, if the firm disagrees with you about your objection, we will provide you with a written explanation of our position and make reasonable efforts to address your objection. If you do not dispute the amount of fees or entries on your billing statement within the foregoing time period, we will assume that you have seen the bill and find it acceptable.

At the conclusion of the representation, the firm will provide you with a final billing statement with a written account of all fees and costs not included on prior billing statements. If there are any advanced fees that have not been earned and advanced costs that have not been used, such fees and costs will be refunded to you. Payment of any balance due must be made in full within 30 calendar days of the billing statement date.

## Advance Payment Requirement

In appropriate cases an advance payment may be required, which for new clients must be paid by check or in cash rather than by credit or debit card. For example, the law firm requires an advance payment from all out of state clients. Upon receipt, the advanced fees and costs will be deposited to the firm’s trust account. Costs will be disbursed from the firm’s trust account on your behalf as such costs are incurred. Pursuant to this agreement and Supreme Court Rule 20:1.15(g), you authorize the firm to withdraw payment for fees that have been earned from your funds in the firm’s trust account upon transmitting to you an itemized billing statement containing: (1) the amount owed; (2) the anticipated date of withdrawal; and (3) the balance of your funds in the firm’s trust account after that withdrawal.

An advance payment of $ is required in this matter. WE DO NOT COMMENCE REPRESENTATION OF YOU UNTIL WE RECEIVE AND DEPOSIT YOUR CHECK FOR ADVANCE PAYMENT.

No advance payment is required in this matter.

If you have paid an advanced fee and dispute a portion of the disbursement of fees from the firm’s trust account, the Supreme Court Rule referenced above requires you to make a particularized and reasonable objection to the disbursement of fees from the firm’s trust account within 30 days after receiving an itemized bill. In that case the firm must return the disputed portion of the disbursed funds to the trust account until the dispute is resolved, unless we reasonably believe that your objection does not present a basis to retain the disputed portion of the funds in trust or to return the disputed portion of the funds to the trust account.

# Retention of File

Hill, Glowacki, Jaeger & Hughes, LLP agrees to provide you with a contemporaneous copy of all incoming and outgoing correspondence and to return to you all original documents that you provide. Hill, Glowacki, Jaeger & Hughes, LLP will provide additional copies of file documents to you upon your request and upon payment of reasonable retrieval and copying costs. Hill, Glowacki, Jaeger & Hughes, LLP, and its successors, agrees to store your complete file, at no charge to you, for a period of ten years after completion of your matter and after completion of any future updates to your documents. Hill, Glowacki, Jaeger & Hughes, LLP, and its successors, reserves the option to destroy the file after that point, or to retain some types of files (estate planning and special needs trust matters, for example) longer at its discretion. If you wish to review the files and retrieve anything from them before the files are destroyed, please contact the law firm before 10 years have elapsed from the date when you last worked with an attorney of this law firm on this matter. You agree that this form of notice is acceptable and waive any further right to notice.

We ask that you let us know if you ever modify, update or replace your documents at another law firm.

**Important Notice**

**Hill, Glowacki, Jaeger & Hughes, LLP is a limited Liability Partnership. Please see attached Notice to Clients for Details.**

Please confirm your agreement to our representation of you on the basis set forth in this Agreement and return it to me in the envelope provided.

**HILL, GLOWACKI, JAEGER & HUGHES, LLP**

Date: By: [Responsible Attorney’s name]

I/we agree to retain the law firm of Hill, Glowacki, Jaeger & Hughes, LLP on the basis set forth in this Agreement and acknowledge receipt of attached Notice to Clients.

Date:

[Client 1 name]

Date:

[If spouses, Client 2 name]