

Information & Instructions: ~~Attorney-client fee letter agreement~~

PREVIEW

The following letter may be used to establish the attorney-client relationship and establish the terms of representation.

Form: Attorney-client fee letter agreement

[Date]

ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION

[Client's name]
[Client's address]

PLEASE DO NOT COPY

Dear [Client's salutation]:

We are pleased that you have selected our firm to represent you. This letter will outline the basis upon which we have agreed to provide legal representation to you in connection with the matter(s) described in Exhibit "A" which is attached to this agreement.

As we have discussed, we cannot guarantee any expected outcome or conclusion of your legal matter due to numerous and complicated factors which are beyond our control. We will, however, within the bounds of legal ethics, provide reasonable and competent services to represent and protect your legal interests.

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You agree to keep our office advised of your home and business addresses so that we can locate you during the day or evening hours. If your matter involves litigation, you may be required to attend Court appearances and comply with discovery requests and deposition notices.

If your matter requires negotiation, we will negotiate with the opposing party on your behalf in order to settle or resolve your dispute. We will not conclude or settle your matter without your approval.

Please do not communicate with any of the parties, witnesses or attorneys in the case without our involvement. If our representation is to collect money owed to you, either in the form of a contingency representation or hourly rate, you grant us a lien on your claim or cause of action and upon any sum of money or property to be recovered in order to secure any unpaid attorney's fees or costs incurred as discussed in this letter. All moneys collected shall be disbursed through our office.

THANK YOU

If our representation is to collect money owed to you, either in the form of a contingency representation or hourly rate, you hereby grant us a lien on your claim or cause of action and upon any sum of money or property to be recovered in order to secure any unpaid attorney's fees or costs incurred as discussed in this letter. All moneys collected shall be disbursed through our office.

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It is the firm's policy to either require payment of a flat fee or payment of a deposit pursuant to the hourly rate fee schedule. Both deposits are nonrefundable. The deposit shall be retained by the firm and we shall deduct our fees as matters are billed.

PREVIEW

We have agreed upon:

[Select a flat fee or hourly rate]

[A flat fee of \$ [Amount]

[List the items included in the flat fee.] or [See Exhibit B which is attached to this agreement.]

[List items that are not included in the flat fee.]

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Please be advised that any work not included in the flat fee, will be billed at our firm's hourly rate.

OR

_____ An hourly rate of \$ [hourly rate]. Time is kept in quarter hour increments and the hourly charge is the time that the attorney allocates for the matters performed on your behalf.]

It is our policy to undertake representation only after we have received a nonrefundable deposit in the agreed to amount. We acknowledge receipt of your check in the amount of \$[Deposit amount]. If the case is disposed of before the initial deposit is exhausted, you are not entitled to a refund.

[If appropriate, add: You will be invoiced monthly if your deposit is not sufficient to cover the charges due. We shall, at our option, either request a new deposit or we shall bill you on a monthly basis for services rendered. Each billing will set forth a summary of the legal work performed, fees earned and costs, and the amount of your credit with or debit owed to our firm. Under the firm's structure the hourly rate for the attorney's time may vary by attorney and more than one attorney may be working on your matter at any given time.]

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The attorney's fees do not include costs of court, depositions, appraisal fees, mileage charges, parking expense, long distance telephone charges, postage, copy and certified copy expenses, delivery charges, and any other out-of-pocket costs. Those costs will be treated as additional expenses and will be included in our bill.

Depending on the expenses anticipated in handling your matter, we may also require you to advance costs and place a deposit to cover the same. You also agree to pay those reasonable expenses. If you do not promptly make payments to us as requested, we reserve the right to immediately withdraw from representing you in any and all matters that the firm is handling. You agree to the withdrawal.

THANK YOU

This Agreement is performable in [City], [County's name] County, Texas. All moneys owed hereunder are to be paid at our office in [County's name] County, Texas. Jurisdiction and venue of any dispute arising hereunder are also performable in [County's name] County, Texas.

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PREVIEW

You empower us with your Power of Attorney to sign Court and other legal documents that may be required in the course of your case. You also will designate our law firm as your Attorney-at-Law and In-Fact to act in your name, sign legal pleadings on your behalf and to perform the acts necessary and appropriate to effect the above described legal representation.

All rights and obligations owed to our firm shall be joint and several by your company and you individually as indicated in the spaces provided for below.

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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Please sign in the space provided below so that we may begin working on your behalf. We appreciate your trust in our firm and look forward to working with you. If you have any questions concerning our fees or your legal matter, please call me at [Attorney's phone number].

Very truly yours,

[Attorney's name]

Signed on _____

THANK YOU

[Client's name]

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[Attorney's name]

Form: Exhibit "A" to fee letter agreement

PREVIEW

EXHIBIT "A"

[Date]

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1. Facts that gave rise to representation:
2. When did it happen?
3. Why did it occur?
4. Witnesses names, addresses and phone numbers:
5. what do you want the attorney to do for you?
6. Legal research required (to be filled out by attorney):
7. Attorney recommendation (to be filled out by attorney):

Form: Exhibit "B" to fee letter agreement in collection case

THIS DOCUMENT
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EXHIBIT "B" COLLECTION CASE

Items Included in a Flat Fee Arrangement:

1. Meet with the Client, review the information and factual background applicable to the matter.
2. Draft a demand letter, miscellaneous phone calls with the client and/or addressee of the demand letter up to a total cumulative time of two hours. Any time required thereafter shall be charged at the attorney's hourly rate.
3. Preparation and filing of an Original Petition requesting service on the defendant, if service can be had by a constable without the use of an alias. This does not include any legal or factual research.
4. Preparation of Default Judgment,

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5. Preparation and filing of a simple Motion for Summary Judgment and an Order Granting Summary Judgment.

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Items Not Covered by a Flat Fee:

1. Locating the defendant if the address is bad; obtaining service by alternate or private process service; citation by publication; service upon the Secretary of State; service on an out-of-county or out of state defendant and/or any other difficulties of a similar nature.
2. Attending any court hearings to prove up damages, if required, under a Default Judgment.
3. Any and all discovery work, including but not limited to, depositions, legal research, interrogatories, motions to produce, request for admissions, etc.
4. Time to prepare for and attend trial and/or time to prepare for and meet with witnesses.
5. Any appeals or post-judgment motions.
6. Any matter other than those listed above under the flat fee arrangement including:

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PAYMENT OF OUT OF POCKET EXPENSES:

In both Flat Fee and Hourly matters, the client is required to pay for any and all out of pocket expenses incurred in connection with his or her case, including but not limited to the following expenses:

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filing fees, court costs, certified copies of documents, pleadings, orders, etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone and fax calls, appraisal fees, consultants', expert witnesses' and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road and mileage expenses, out-of-town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.

COMMENTS

Signed on _____

THANK YOU

[Client's name]

[Attorney's name]

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Information & Instructions: ~~Transmittal letter to a new client-fee agreement and client information~~

PREVIEW

1. The following letter is confirms a meeting or phone conversation whereby the client requested the attorney to perform legal services. The transmittal letter includes a copy of a legal fee agreement.

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Form: Client information and authorization form

PREVIEW

[Date].

AUTHORIZATION TO FURNISH STATEMENTS, INFORMATION AND RECORDS

[Client's name]

TO WHOM IT MAY CONCERN:

You are hereby notified that I have hired an attorney to handle a legal matter for me. I have requested my attorney to obtain any and all information that you may have in your possession regarding me, including but not limited to letters written to or from me, statements taken from me or any other information that you may have concerning me or any other person who was involved in the following incident. [Describe the claim or legal matter the names of the persons who were involved in the matter or may have records that the client is entitled to]

[Person's names]

You are authorized and directed to permit the examination of, and copying, or reproduction in any manner whether mechanical, photographic, or otherwise, by my attorney, [Attorney's name], of the law firm of [Law firm name], or such other person as he or she may authorize, of all or any portions desired by him or her of the above requested information and any of the following information:

[List the requested information:

You are requested to treat the above information as confidential and requested not to furnish any of such information in any form to anyone other than my attorney named above without written authorization from me.

Signed on _____.

[Client's name]

THANK YOU

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Form: Transmittal letter to a new client (fee agreement and 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 to 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.

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After you have signed the papers, please return the following original documents to my office:

1. Attorney Consultation & Fee Contract and
2. Authorization for Information, Records & Statements.

After we have received the papers, we can begin to represent you. You should keep a copy of the above documents for your records.

THIS DOCUMENT

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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