

Contract to Employ Law Firm - Hourly Fee - with Retainer

Agreement made on the _____ (***date***), between

(***Name of Client***), a not for profit corporation organized and
existing under the laws of the state of _____, with its principal office located at

(***street address, city, county, state, zip code***), referred to herein as *Client*
and _____ (***Name of Law Firm***), a professional
limited liability company organized and existing under the laws of the state of _____,
with its principal office located at _____
(***street address, city, county, state, zip code***), referred
to herein as the *Firm*.

I. Purpose of Employment

Client employs *Firm* to represent *Client* in (***describe purpose of representation such as representing Client in mortgage matters before the Department of Housing and Community Development***) _____

_____.

II. Initial Retainer

The *Firm* acknowledges receipt of \$_____ as an initial retainer in this matter and, in consideration of that payment, agrees to provide legal service in connection with this matter. The initial retainer paid shall be applied against actual legal services performed for the *Client* and for costs and expenses incurred.

III. Hourly Rates

The *Client* and the *Firm* agree that services shall be charged at the following standard hourly rates:

- A. Members: \$_____ to \$_____.
- B. Associates: \$_____ to \$_____.
- C. Paralegals: \$_____ to \$_____.

IV. Final Bill

The *Client* and the *Firm* agree that the final bill to be rendered by the *Firm* in connection with this matter shall, in addition to reflecting the time expended, take into account any factors prescribed by the State Bar of _____ (***name of state***) to be considered as guides when determining the reasonableness of fees for legal services, such as the following:

- A. The time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly.
- B. The fee customarily charged in the locality for similar legal services.
- C. The amount involved and the results obtained.

- D. The time limitations imposed by the *Client* or by the circumstances.
- E. The nature and length of the professional relationship with the *Client*.
- F. The experience, reputation, and ability of the lawyer or lawyers performing the services.

4. Interim Billings

Interim billings may be submitted to the *Client* from time to time in the event the time charges of the *Firm* exceed the initial retainer. All interim billings shall be due and payable on receipt unless otherwise stated. Failure to pay interim billings promptly will permit the *Firm* after notice to the *Client* to terminate its representation of the *Client*. It is understood that the hourly time charges include but are not limited to: court appearances; telephone conferences; office conferences; legal research; depositions; review of file materials and documents sent or received; preparation for trials, hearings, and conferences; drafting of pleadings or instruments; and office memoranda and correspondence.

5. Out-of Pocket Disbursements

The *Client* agrees to assume and pay for all out-of-pocket disbursements incurred in connection with this matter. These shall include filing fees, witness fees, travel, sheriff's and constable's fees, expenses of depositions, investigative expenses, and other incidental expenses. The *Firm* agrees to obtain the *Client's* prior approval before incurring any disbursement in excess of \$_____.

6. Refund to Client

If, upon either the completion of the matter or the termination of the *Firm's* representation of the *Client*, the total cost of the legal services performed by the *Firm* shall be less than the amount of any retainer paid by the *Client*, the balance shall be refunded to the *Client* by the *Firm*.

WITNESS our signatures as of the day and date first above stated.

(Name of Client)

(Name of Firm)

By: _____

By: _____

(Printed name & Office in Corporation)

(Printed Name & Office in LLC)

(Signature of Officer)

(Signature of Member)