

CRIMINAL DEFENSE DATE LAST REVISED: 08/29/95

[Date] \_\_\_\_\_

[Name] \_\_\_\_\_

[Address] \_\_\_\_\_

[City, State Zip] \_\_\_\_\_

Re: Representation of NAME

Dear [Salutation]:

Pursuant to our office conference of (Date), this letter will explain my fees, expenses charged to clients, billing practices, and payment terms. It sets forth my willingness to represent you as counsel. Experience has shown that the client-attorney relationship works best when there is a mutual understanding about such matters, and I have found that my clients appreciate a clear understanding at the outset of my methods of determining fees and procedures for billing and payment.

Scope of Work: I will undertake to represent you with regard to \_\_\_\_\_ (specify charges). My representation will be through one trial, and does not include a second trial in the event of a mistrial or a hung jury.

Limitations: The scope of my work and limitations on the services to be performed on your behalf shall be in accordance with the discussions and correspondence I have with you from time to time.

In accordance with our agreement, I will be rendering my services for \$ \_\_\_\_\_, plus expenses.

Initially, I might not be able to determine the full nature and extent of the legal services which may be ultimately necessary in regard to my representation, because much of my work depends upon events which occur after I commence my services. My fee includes time devoted to consultations, correspondence, meetings, telephone calls, negotiations, factual investigations, analysis, legal research and analysis, document preparation and revision, travel away from the office on your behalf, and all other work related matters in regard to which I am performing services for you.

Retainers: I will be requiring the amount of \$ \_\_\_\_\_ to be paid with the execution and return of this Agreement. The balance, if any, is to be paid no later than 30 days prior to the final trial date in this matter.

Costs and Disbursements: It is my policy to serve you with the most effective support systems available, while at the same time allocating costs of such systems in accordance

with the extent of usage by individual clients. Therefore, certain costs incurred on the client's behalf in rendering legal services, such as travel expenses, investigators and experts are payable by the client. Invoices for such items will be included in a monthly billing statement which is sent directly to you for payment, or if advanced by the firm, may be billed directly to you as the expense is incurred. The billing of reimbursable expenses will appear on a billing statement that month following the period the costs were actually incurred.

Termination: I reserve the right to withdraw from representation for any of the following reasons:

1. Failure of the client to promptly pay billing statements;
2. If the client misrepresents matters to me;
3. If my client fails to disclose material facts that effect his or her case; and,
4. Any other reason as provided in DR 2-110 of the Code of Professional Responsibility.

As the client you will have the right to terminate my services at any time.

Communications: I will send to you copies of pertinent correspondence, documents, and other materials prepared or received by me in the course of representation. You are encouraged to contact me whenever you have any questions or comments regarding the services, fees, or status of matters, or whenever any new facts or considerations come to your attention. Should you have any questions regarding this letter, please do not hesitate to contact me. Please acknowledge your agreement to these arrangements by signing this letter and returning it to me in the enclosed self- addressed, stamped envelope, and retain the copy for your records.

Very truly yours,

Firm attorney's name]

[attorney/secretary initials]

AGREED: \_\_\_\_\_

[NAME] \_\_\_\_\_